



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Roy Rodriguez, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

WEDNESDAY, JANUARY 12, 2022 - 6:30 P.M.
SENIOR CENTER
699 6th Street, Orange Cove, California 93646

LIVE MEETING

TELECONFERENCE

(CALL 720-740-9780 ACCESS CODE 1060550#)

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Presentation

1. Special Presentation by Fresno County Sheriff Margaret Mims
2. Oath of Office Swearing in new Police Officer Jeremy Knoy

D. Consent Calendar

3. City Council Minutes November 23, 2021; December 1, 2021;
December 14, 2021; December 15, 2021
4. City Warrants for December 2021
5. Approve the Appointment of Mr. Manuel Ferreira to the Orange Cove
Planning Commission

E. Administration

City Engineer

6. **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Alfonso Manrique.

Recommendation: Informational item Only
7. **SUBJECT:** Cost Proposal from Burke Construction for the Construction of the City Hall Remodel Project

Recommendation: Council to approve Resolution No. 2022-04 Cost Proposal from Burke Construction dated December 18, 2021
8. **SUBJECT:** Receive Input from City Council for Potential Beautification Projects for the Clean California Local Grant Program

Recommendation: Staff is seeking input from City Council regarding potential beautification projects that the city can apply for through the Clean California Local Grant Program.
9. **SUBJECT:** Receive Input from City Council Regarding Additional Recreation Features to Include in the Eaton Park Rehabilitation Project

Recommendation: Staff is seeking input from City Council regarding what additional recreation features should be included in the Eaton Park Rehabilitation Project that is to be funding through Proposition 68 Per Capita grant funds.

Chief of Police:

10. **SUBJECT:** Monthly Activity Report by Police Chief Marty Rivera

Recommendation: Informational Item Only

Public Works Department

11. **SUBJECT:** Monthly update report on Public Works Department by Interim Public Works Superintendent Andy Valencia

Recommendation: Informational Item Only

Planning Department

9. **SUBJECT:** Monthly update report on City Projects Presented by Planner Shun Patlan

Recommendation: Informational Item Only

10. **SUBJECT:** Update Report on the Orange Blossom Heights Project on the corner of Adams and Jacobs

Recommendation: Council to give staff direction

Interim City Manager:

11. **SUBJECT: Public Hearing** regarding the Energy Service Contract for Energy Related Improvements to City Facilities with SITELOGIQ

Recommendation: Council to approve Sitelogiq's Construction Agreement and Operations & Maintenance Agreement and to approve the attached 4217, CEQA exemption and CEC resolutions which authorizes the City Manager and Sitelogiq to submit the loan documents to the CEC

- a. **Resolution No. 2022-02** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING SITELOGIQ AND CITY MANAGER TO COMPLETE AND SUBMIT ALL NECESSARY DOCUMENTS AND APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND FINDING THE ACTIVITY FUNDED BY SUCH LOAN TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
- b. **Resolution No. 2022- 03** APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217.10-4217.18, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN CITY OF ORANGE COVE "CITY" FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY AND RENEWABLE GENERATION MEASURES ON SELECTED CITY SITES,

12. **SUBJECT:** Memorandum of Understanding between the County of Fresno and The City of Orange Cove "Annexation and Tax Sharing Agreement"

Recommendation: City Council to approve the amended Memorandum of Understanding (MOU) regarding Annexation and Tax Sharing Agreement with Fresno County

13. SUBJECT: Financial Updates

Recommendation: Informational Item Only

14. SUBJECT: Approval of Contract with the Law Firm of Lozano Smith to provide Legal Services pertaining to Personnel Services

Recommendation: Staff recommends Council to approve the contract with Lozano Smith to provide Legal Services pertaining to Personnel Services

15. SUBJECT: Position of Director of Building, Planning, and Code Enforcement Services

Recommendation: Council to approve the appointment of Shun Patlan to the position of Director of Building, Planning, and Code Enforcement Services

City Council & Successor Agency:

16. SUBJECT: Recognized Obligation Payment Schedule 22-23 for the July 1, 2022 through June 30, 2023 period and Administrative Budget for Fiscal Year 2022-23

Recommendation: Council to Adopt the following Resolutions:

- a. Resolution No. 2022-01 Approving a Contract with RSG, Inc. to provide Consulting Services to the Successor Agency through Fiscal Year 2022-23
- b. Resolution No. SA 2022-01 Approving the Successor Agency's Recognized Obligation Payment Schedule and Administrative Budget for Fiscal Year 2022-23

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:

17. Performance Evaluation pursuant to Government Code Section 54957
Title: City Attorney
18. Public Employee – Discipline, Release and Complaint pursuant to Government Code Section 54957

K. Reconvene Council Meeting

L. Adjournment

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

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

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.

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

ENFORCEMENT OF DECORUM RULES (Resolution No. 2012-16)

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

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

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



SPECIAL MEETING 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 23, 2021 – 5:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

LIVE MEETING AND

TELECONFERENCE

(CALL 720-740-9780 ACCESS CODE 1060550#)

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 (Teleconference)

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

Invocation Mayor Pro Tem Silva

Flag Salute Mayor Lopez

B. Administration
Interim City Manager

1. **SUBJECT:** Christmas Toy Give Away and Christmas Tree Lighting Ceremony

Recommendation: Council to reconsider the Annual Christmas Toy Give Away and Christmas Tree Lighting Ceremony for 2021

Discussion and Review by the City Council and Staff regarding the Christmas toy Give Away and the Christmas Tree Lighting Ceremony.

Mayor Pro Tem Silva wanted to make it clear that Target Eight will take care of the paid volunteers who will be taking the applications for the toys, and have the Events have it and only use the amount that is budgeted \$28,000 nothing more from the city.

Councilwoman Cervantes would like staff to take over and the drive through and no relatives involved. Expressed that no one should get paid only volunteer.

Councilman Rodriguez stated that the city should only have volunteers in the program.

Mayor Lopez stated that he will get donations for the paid volunteers and for toys.

During the discussion City Manager Rudy Hernandez presented to Council clarity that the Christmas Toy Applications will be located at the Senior Center; the city will buy the Christmas toys; the 2 paid volunteers who will be handling the applications will be paid by Target Eight and the Christmas toy distribution will be handled by the Events Committee.

City Manager, Rudy Hernandez added that the Radio Station is asking a donation of 4-5 turkeys. By consensus Council approved the donation of 4-5 turkeys to the Radio Station.

The motion that took place was the following:

Upon the motion by Councilman Rodriguez and seconded by Mayor Pro Tem Silva, The Christmas Toy Give Away will be scheduled on December 18, 2021 starting at 11 am and the Tree Lighting Ceremony will be scheduled on December 7, 2021 as presented.

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

C. Adjournment

Mayor Lopez adjourned the City Council Meeting at 7:00 p.m.

Presented to Council on January 12, 2022



SPECIAL COUNCIL MEETING MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Roy Rodriguez, Council Member

Josie Cervantes, Council Member

Esperanza Rodriguez, Council Member

WEDNESDAY, DECEMBER 1, 2021 – 6:00 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

LIVE MEETING

AND

TELECONFERENCE

(CALL 720-740-9780 ACCESS CODE 1060550#)

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva (arrived at 6:01p.m.)
Councilmember Roy Rodriguez
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez

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

Invocation Mayor Pro Tem Silva

Flag Salute Mayor Lopez

B. Administration

Interim City Manager

1. **SUBJECT:** Discussion and Review regarding the Christmas Toy Give Away Program

- (1) Location for Christmas Toy Applications
- (2) Purchase of Christmas Toys
- (3) Distribution of the Christmas Toy Give Away on December 18, 2021

Recommendation: Council to give staff direction

Council, Staff and Events Members discussed the Location for the Toy applications, purchase of Christmas Toy and Distribution of toys.

Different locations were presented such as the VPL Center and due to the liability and no internet services the center will not work and due to the CDC Guidelines Target Eight Day Care cannot have people in the facility due to the children and the Council Chambers cannot accommodate people due to the stairs not in usage.

Council agreed to keep the location at the Senior Center for the Toy Applications with the understanding that all CDC Guidelines are followed.

Upon the motion by Mayor Pro Tem Silva and seconded by Mayor Lopez, Council approved to continue with the Toys Application at the Senior Center and to follow all CDC Guidelines.

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

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved City Staff will purchase the toys and bag and the events committee will distribute the toys and extended the deadline for the applications to Tuesday, December 14, 2021 at 4:30 p.m.

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

C. Adjournment

Mayor Lopez adjourned the Council Meeting at 7pm

PRESENTED TO COUNCIL JANUARY 12, 2022



ORANGE COVE CITY COUNCIL SPECIAL MEETING MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Josie Cervantes, Council Member

Roy Rodriguez, Council Member

Esperanza Rodriguez, Council Member

TUESDAY, DECEMBER 14, 2021 - 5:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

**LIVE MEETING
and
TELECONFERENCE
(CALL 720-740-9780 ACCESS CODE 1060550#)**

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
City Attorney Dan McCloskey
Chief of Police, Marty Rivera
City Clerk June V. Bracamontes

Invocation Mayor Pro Tem Silva

Flag Salute Mayor Lopez

B. Confirmation of Agenda

City Manager requested to move item #17 and #19 to the City Engineer Section and Delete Item #20.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the changes to the agenda as presented.

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

C. Presentation:

1. Oath of Office Swearing in Police Officer Antonio Martinez

Police Chief presented to Council a new Police Officer Antonio Martinez and City Clerk did the swearing of Oath.

2. Presentation by Steve Mulligan and Charlie Lockhart representatives from the Consolidated Mosquito Abatement District

Mr. Charlie Lockhart presented to Council the Consolidated Mosquito Abatement District's Mission, Services, Integrated Vector Management, Mosquito Life Cycle, West Nile Virus Transmission Cycle, the Invasive Mosquito Aedes Aegypti, and the Personal Protection Measures to prevent Mosquito Bites.

D. Consent Calendar

3. City Warrants for the month of August, September, October and November 2021
4. Council Minutes of October 27, 2021
5. Approval to appoint Charles Lockhart to continue as the trustee from the City of Orange Cove on the Consolidated Mosquito Abatement District Board of Trustee
6. Approve Resolution No. 2021- 51 authorize the City Manager to file and record with the County of Fresno a Notice of Completion for the Police Station Parking Lot Reconstruction Project
7. Approve Resolution No. 2021-53 authorize the City Manager to file and record a Notice of Completion with County of Fresno for the Library Rapid Flashing Beacon Project.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Rodriguez, Council approved the Consent Calendar and approved item #5 re-appointing Charlie Lockhart to the Consolidated Mosquito Abatement District for a (4) four-year term as presented.

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

E. Administration

City Engineer

8. **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Alfonso Manrique.

Recommendation: Informational item Only

1. FHWA Projects
 - a. Adams Avenue Reconstruction Between Center Avenue to 4th Street
 2. American Rescue Plan
 - b. City Hall Front Office and Flooring Remodel
 3. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave
 4. Proposition 68 Grant Applications
 5. Proposition 68 Per Capita Grant
 6. Clean California Local Grant Program
 7. 2021 Small Community Drought Relief Program
 8. Police Station Parking Lot Improvements Project
 9. Library Rapid Flashing Beacon Project
9. **SUBJECT:** Settlement Agreement with AJ Excavation, Inc.

Recommendation: Council to approved Resolution No. 2021-54 authorizing the City Manager to sign the attached Settlement Agreement with AJ Excavation on behalf of the city and pay AJ Excavation Inc. the remaining \$56,606.21 for work completed on the Adams Ave Reconstruction Project between Center and 4th Street.

Upon the motion by Councilman Rodriguez and seconded by Councilwoman Cervantes, Council approved Resolution No. 2021-54 authorizing the City Manager to sign the attached Settlement Agreement with AJ Excavation on behalf of the city and pay AJ Excavation Inc. the remaining \$56,606.21 for work completed on the Adams Ave Reconstruction Project between Center and 4th Street.

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

Chief of Police:

10. **SUBJECT:** Monthly Activity Report by Police Chief Marty Rivera

RECOMMENDATION: Informational Item Only

Police Chief Marty Rivers presented to Council the following items:

1. Police Department Monthly Report for the month of November 2021
2. Orange Cove Animal Control Statistical Activity Report
3. Monthly Statistics

Public Works Department

11. **SUBJECT:** Monthly update report on Public Works Department by Interim Public Works Superintendent Andy Valencia

Recommendation: Informational Item Only

Update on the Water Plant:

Month of November 7 acre feet and High School used 1-acre feet have enough water for this year.

Water Meter working 97.4%

Update on the Public works Department:

Regular Routine

Picking up trash and leaves

Working on potholes, restrooms, feed dogs at shelter, flood control

Lights at Eaton Park working with WE

Update on Wastewater Plant

Running properly

Bio Sludge removal

Planning Department

12. **SUBJECT:** Monthly update report on City Planning Items Presented by Planner Shun Patlan

Recommendation: Informational Item Only

Planner, Shun Patlan, presented the following projects:

- Booth Ranch under construction
- Martinez Tentative Track revised map minor issues to be corrected
- Blossom Tentative Map in compliant; preparing environmental study
- Orange Blossom Heights; Site Plan; Environmental Study 1 comment from KCUSD; doing Public Notice

- Macias Annexation
- Investors 2.9-acre R16 Zone and Apartments located corner of Orange & Tangerine belongs to Tapia
- 300 & 600 Park Blvd. Recycling (Council had concerns about this request in keeping downtown clean)

Interim City Manager

- 13. SUBJECT:** Memorandum of Understanding between the County of Fresno and The City of Orange Cove "Annexation and Tax Sharing Agreement"

Recommendation: City Council to approve the amended Memorandum of Understanding (MOU) regarding Annexation and Tax Sharing Agreement with Fresno County

Item tabled

- 14. SUBJECT:** Request for Proposal for Independent Audit Services/Selection of New Auditor

Recommendation: Council to consider approving the RFP for Independent Audit Services/Selection of New Auditor

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approve Bryant Jolley Audit Firm as the new Auditors as presented.

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

- 15. SUBJECT:** Review and Discussion of City's Dental Coverage

Recommendation: Staff recommends City Council to review and discuss the City's Dental Insurance Program and provide staff with direction

City Manager, Rudy Hernandez, presented to Council and discussed the City's Dental Coverage for employees and Councilmember. The city employees currently are not being reimbursed for any out of pocket. City Attorney indicated that Councilmembers get the same benefit as employees with same co-payments and if any changes city will need to negotiate with the union. California law indicates cannot give Council anything greater. Mayor Pro Tem indicated this would be too expensive.

- 16. SUBJECT:** Resignation of Planning Commissioner Coy Weldon effective December 15, 2021

Recommendation: Council to approve to receive applications to serve on the Planning Commission

Mr. Coy Weldon, Planning Commissioner, submitted a letter of resignation from the Planning Commission effective December 15, 2021.

Council approved to advertise for the volunteer Planning Commission seat and requested to give Mr. Weldon a plaque.

- 17. SUBJECT:** Water Arrearages Disbursement Request Form

Recommendation: Informational Item Only

This item was presented under the Engineer's Report.

The COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss and other hardships. As a result, systems that provide water services to customers have been financially impacted. Through \$985 million in federal funding allocated by the State legislature, the SWRCB has created a new program to provide relief to community water systems for unpaid bills related to the pandemic. The funding will cover water debt from residential and commercial customers accrued between March 4, 2020, and June 15, 2021. Funding to community water systems will be disbursed through January 31, 2022. If the Program still has funding available, it will extend to wastewater residential and commercial arrearages by February 2022.

On November 23rd, the city submitted an Arrearage Application to the SWRCB. The application requested \$175,528.07 in funding for the total amount of residential and commercial water bills that currently remain unpaid.

- 18. SUBJECT:** Failure of Measure U and the Financial Consequences

Recommendation: Staff recommends City Council to review and discuss the City's Failure of Measure U and provide staff with direction

City Manager, Rudy Hernandez, presented to Council the failure of Measure U. Looking at huge deficit for 2022-2023 and Measure O will expire 2023-2024. Discussion whether to place a parcel tax or a utility tax on the next election. This item will be presented to Council again, to decide which tax the Council would like to place on the General Election of November 2022.

19. **SUBJECT:** Vast Networks to Construct Fiber Optic Cable to Six City Owned Buildings and to Provide Phone and Internet Services for a Term of 60 Months

Recommendation: Council to approved Resolution No. 2021-55 authorizing the Interim City Manager to execute a contract with Vast Networks to construct fiber optic cable to six City owned buildings and provide phone and internet services.

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2021-55 authorizing the Interim City Manager to execute a contract with Vast Networks to construct fiber optic cable to six City owned buildings and provide phone and internet services.

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

20. **SUBJECT:** Update Report regarding the SWRCB Arrearage Payment Program

Recommendation: Informational Item Only

Item removed from agenda.

21. **SUBJECT:** Financial Update Repair of Air Conditioning unit at VPL Center

Recommendation: Informational Item Only

City Manager, Rudy Hernandez presented to Council an update on the repair of AC Unit at the VPL Center and indicated that the city received \$130,000 from the Oxford Fire rental and use of monies towards the AC Unit.

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.

Ms. Fernanda Mendoza from Proteus Employment & Training presented to Council that the VPL Center is no longer available to use due to repairs and is asking Council if there is any place to relocate. Training Students from Reedley and Fresno City Colleges. Proteus has 2 lap tops and printer.

By Consensus the Council approved Proteus to use the Senior Center for Proteus.

Mr. Manuel Ferreira is interested in applying for the Planning Commission seat.

Mr. David Lopez from the Events Committee gave an update report to Council of the process of the Christmas Event Toy Give Away and the Tree Lighting Ceremony. Thanked Mr. Valencia and staff.

Mayor Lopez thanked the KCUSD Superintendent and the Principal of Orange Cove High School, Chief, the Orange Cove Police Department, and Fire Department for their support for Thanksgiving.

G. City Manager's Report

City Manager, Rudy Hernandez, presented to Council that the Christmas Event is a joint venture with Target Eight and city of Orange Cove. Target Eight will buy bikes and give away 1 bike per family, and volunteers serving hot chocolate and bread at the Toy Give Away

H. City Attorney's Report

22. SUBJECT: National Opioid Settlement

Recommendation: Council to consider approving the Resolution No. 2021-56 and pass the resolution authorizing the city to participate and sign the settlement agreements

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved Resolution No. 2021-56 and pass the resolution authorizing the city to participate and sign the settlement agreements

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

I. City Council Communications

Councilwoman Rodriguez presented to Council that on December 4th the No Kid Hungry Grant gave out 125 boxes of food and Saturday an additional 400 boxes (drive thru). Thanked Andy Valencia and Public Works for organizing it.

J. Closed Session: (9pm)

- 23. Performance Evaluation pursuant to Government Code Section 54957
Title: City Attorney**
- 24. Performance Evaluation pursuant to Government Code Section 54957
Title: Interim City Manager**

25. Conference with real property negotiator
Government Code Section 54956.8
Property: located along the west side of Anchor Avenue north of Sumner Avenue
in the western sector of the City of Orange Cove.
City Negotiator: City Manager
Negotiating Parties: Jesus Lara
26. Conference with real property negotiator
Government Code Section 54956.8
Property: APN 375-173-04t located on Park Blvd.
City Negotiator – City Manager
Negotiating Parties. Raul Santelian
27. Pursuant to Government Code Section 54957
Appointment of Legal Services for Personnel related matters

K. Reconvene City Council Meeting:

Mayor Lopez reconvened City Council Meeting at 9:45 pm and announced No Action taken for items# 23-26.

Item#27 Council made a motion as follows:

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved and appointed Jenell Van Bindsbergen Attorney at Law for Personnel related matters

L. Adjournment

Mayor Lopez adjourned the City Council Meeting at 9:59pm

Respectfully Submitted:

Date: January 12, 2022



SPECIAL MEETING MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Roy Rodriguez, Council Member

Josie Cervantes, Council Member

Esperanza Rodriguez, Council Member

WEDNESDAY, DECEMBER 15, 2021 – 1:00 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

LIVE MEETING AND

TELECONFERENCE

(CALL 720-740-9780 ACCESS CODE 1060550#)

A. Call to Order/Welcome

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

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
City Clerk June V. Bracamontes

B. Administration

Interim City Manager

- SUBJECT:** Meeting with SitelogiQ to discuss the final scope and price for City of Orange Cove Energy Efficiency and Energy Generation Project

Recommendation: Informational Item Only

Jessica Ritter presented to Council the Budget Relief and Facility Solutions Program customized tailored for the City of Orange Cove.

- *Utility Costs on the Rise
- *PGE Net Energy Metering Changes
- *City of Orange Cove Climate Action Plan (AB32)
- *Program Goals
- *Lighting Solutions for the City of Orange Cove
- *Solar Solutions
- *Cash Flow Pro-Forma (Phase 1)
- *Energy Management Services

Councilman Roy Rodriguez would like to see staff track savings per Jessie Ritter its called a Dash Board.

The cost for the solar panels will be \$2.2 million with a 17 year pay back.

A 2 week notice and a Resolution will be presented to Council.

Council and Staff thanked Jessica Ritter for her presentation

C. Adjournment

Meeting was adjourned at 2:15pm

PRESENTED TO COUNCIL ON JANUARY 12, 2022

REPORT.: Jan 05 22 Wednesday
 RUN....: Jan 05 22 Time: 13:40
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 12-21 thru 12-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047573	12/10/21	BEAT1	BEATWEAR, INC.	-776.73 -709.11 -190.99	19745u 19777u 20034u	Ck# 047573 Reversed Ck# 047573 Reversed Ck# 047573 Reversed
Check Total.....:				-1676.73		
047605	12/10/21	VU001	VALLEY UNIFORM	-467.22	08/02/21u	Ck# 047605 Reversed
047835	12/01/21	AFLAC	AFLAC	1983.66	154382	INSURANCE PREMIUMS PAYABLE INV #154382
047836	12/01/21	APV01	ARAMARK- ACCOUNTS RECEIVA	55.54 55.54 55.54	000053823 000057395 000060978	JANITORIAL SUPPLIES FOR WWTP #258000053823 JANITORIAL SUPPLIES FOR WWTP #258000057395 JANITORIAL SUPPLIES FOR WWTP #258000060978
Check Total.....:				166.62		
047837	12/01/21	CHAA1	CHAPA'S AUTOMOTIVE	450.23 242.46 322.91 260.70 69.34	11185 11189 11218 11238 11244	REPLACE WINDOW REGULATOR INV #11185 REPAIR WORK ON OCPD UNITS #11189 CENTER CONSOLE ACCESSORIES INV #11218 BATTERY INV #11238 CABIN AIR FILTER INV #11244
Check Total.....:				1345.64		
047838	12/01/21	DG001	DIANA GUERRA SILVA	372.61	11/29/21	MEDICAL REIMBURSEMENT
047839	12/01/21	DIO00	DIONICIO RODRIGUEZ JR.	1650.00	0010338	PROFESSIONAL SERVICES AT WATER TREATMENT PLANT
047840	12/01/21	DOJ01	DEPARTMENT OF JUSTICE	103.00 147.00 137.00	539164 545179 09/03/21	FINGERPRINTS INV #539164 FINGERPRINTS INV #545179 FINGERPRINTS INV #532906
Check Total.....:				387.00		
047841	12/01/21	FRON1	FRONTIER	150.00	11/07/21	COMMUNICATIONS FOR PD ACCT #213-031-7012-081913-5
047842	12/01/21	OCTS1	ORANGE COVE TIRE SERVICE	75.35 73.87	27181 27205	VEHICLE OIL CHANGE UNIT 15-05 INV #27181 VEHICLE OIL CHANGE UNIT 15-04 K-9 INV #27205
Check Total.....:				149.22		
047843	12/01/21	PRICE	PRICE PAIGE & COMPANY	6500.00	20474	PROFESSIONAL SERVICES RENDERED INV #20474
047844	12/01/21	QUI05	QUILL CORPORATION	79.62 56.62	20427256 20735426	OFFICE SUPPLIES FOR PD INV #20427256 OFFICE SUPPLIES INV #20735426
Check Total.....:				136.24		
047845	12/01/21	WEE01	W&E ELECTRIC	630.50	2107101	PD PARKING LOT ELECTRICAL REPAIR HIT BY CONST.

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047846	12/02/21	RR001	ROY RODRIGUEZ	176.25	12/02/21	MEDICAL REIMBURSEMENT
047847	12/07/21	AE003	AXON ENTERPRISE, INC	29009.27	INUS02326	TAZER/BODY CAM PROGRAM INV #INUS023268
047848	12/07/21	AMCE1	AM CONSULTING ENGINEERS,	29156.38	11/15/21	PROFESSIONAL SERVICES
047849	12/07/21	ASI00	ASI ADMINISTRATIVE SOLUTI	1585.38	11/30/21	MONTHLY CHECK REGISTER 11/29/21-11/30/21
047850	12/07/21	ATTM1	AT&T MOBILITY	3597.95	X11242021	COMMUNICATION SERVICES INV #287019327302X11242021
047851	12/07/21	BPS01	BPS TACTICAL INC	581.07	21032304	PATROL VEST/UNIFORM ALLOWANCE INV #21032304
047852	12/07/21	CMM01	CITRUS MINI-MART	2551.14	1234	GASOLINE FOR TRUCKS PWD/WTP/WWTP/PD
047853	12/07/21	COOK1	COOK'S COMMUNICATION	250.00	08-17-21	RETRO FIT UNIT 15-05 MDT INV #148724
				83.14	08/17/21	KENWOOD NC SPEAKER MIC INV #148720
				250.00	08/20/21	RETO FIT UNIT 15-03 MDT INV #148776
				17.50	11/22/21	FINANCE CHARGE
			Check Total.....:	600.64		
047854	12/07/21	EST10	JOE ESTRADA	275.00	10010134	UNIFORM ALLOWANCE - SAFETY BOOTS
047855	12/07/21	FCSFF	FRESNO COUNTY SHERIFF	98.46	8018908	PRISONER PROCESSING SERVICES INV #8018908
047856	12/07/21	FWUA1	FRIANT WATER AUTHORITY	30007.00	114771	MONTHLY SHARE OF FKC CONVEYANCE COSTS OCT 2021
				30007.00	114960	MONTHLY SHARE OF FKC CONVEYANCE COSTS JAN 2022
			Check Total.....:	60014.00		
047857	12/07/21	EAT07	ENCARNACION EATLAN	41.89	12/06/21	MILEAGE REIMBURSEMENT
047858	12/07/21	PGE01	PG & E	26066.92	11/30/21	UTILITIES ELECTRICITY FOR ALL DEPTS.
047859	12/07/21	SJVA1	SAN JOAQUIN VALLEY AIR PO	577.00	C327922	PERMIT FEES @ WTP GENERATOR
047860	12/07/21	TI101	TELSTAR INSTRUMENTS INC	50449.00	108743	CIP BUDGET ITEM CHARGES FOR SERV. PERFORMED WWTP
				983.25	109014	WASTE VALVE CONTROL REPAIR
			Check Total.....:	51432.25		
047861	12/08/21	AE003	AXON ENTERPRISE, INC	325.71	INUS02620	TAZER/BODY CAM PROGRAM INV #INUS026209
047862	12/08/21	APV01	ARAMARK- ACCOUNTS RECEIVA	379.47	000045689	JANITORIAL SUPPLIES FOR WWTP INV #258000045689
				55.54	000050093	JANITORIAL SUPPLIES FOR WWTP INV #258000050093
			Check Total.....:	435.01		
047863	12/08/21	FOO02	FOOTHILL AUTO TRUCK & AG	17.27	905649	FLEET SUPPLIES DEX-COOL INV #905649

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047864	12/08/21	HKCC1	HERB KNIGHT COMMUNITY CEN	245.00	11-15-21	COMMUNITY RESOURCE GUIDES 50 ENGLISH 50 SPANISH
047865	12/08/21	LEG02	FORAC LEGAL DEFENSE FUND	.00 637.20	638814y 550491	Ck# 047688->047592 Replacement POA LEGAL DEFENSE FUND INV #650491
Check Total.....:				637.20		
047866	12/08/21	METRO	METRO UNIFORM	376.62	239084	NEW HIRE A.MARTINEZ INV #239084
047867	12/08/21	PEA02	FORA OF CALIFORNIA	354.00	334127	POA MEMBERSHIP DUES INV #334127
047868	12/08/21	SEB01	SEBASTIAN	704.35	10685236	ALARM MONITORING FOR ALL DEPTS. INV #10685236
047869	12/08/21	SHE01	SELF HELP ENTERPRISES	8907.96	AUG. 2021	CDBG-CV1 SUBSISTENCE PAYMENTS INV #3
047870	12/08/21	VPL01	VICTOR P LOPEZ	96.18	12/07/21	MEDICAL REIMBURSEMENT
047871	12/10/21	BEAT1	BEATWEAR, INC.	776.73 709.11 190.89	19745y 19777y 20034y	Ck# 047871->047573 Replacement Ck# 047871->047573 Replacement Ck# 047871->047573 Replacement
Check Total.....:				1676.73		
047872	12/10/21	ALH01	SPARKLETTES	332.79	843120121	WATER SERVICES & EQUIPMENT RENTAL #11244843 120121
047873	12/10/21	APV01	ARAMARK- ACCOUNTS RECEIVA	57.67 49.52 50.51	000060939 000060948 000061040	JANITORIAL SUPPLIES FOR WTP INV #258000060939 JANITORIAL SUPPLIES FOR CITY YARD #258000060948 JANITORIAL SUPPLIES FOR CITY HALL #258000061040
Check Total.....:				157.70		
047874	12/10/21	HER01	RUDY HERNANDEZ	37.30	12/10/21	MILEAGE REIMBURSEMENT
047875	12/10/21	OCTS1	ORANGE COVE TIRE SERVICE	25.00 101.95 64.01 40.00 40.00 93.00 292.67 371.80	26791 27017 27178 27184 27195 27246 27252 27278	REPAIR TIRE AND RIM FOR BACK HOE INV #26791 DOG FOOD-ANIMAL SHELTER INV #27017 DOG FOOD-ANIMAL SHELTER INV #27178 TIRE REPAIR FOR SWEEPER INV #27184 TIRE REPAIR SWEEPER INV #27195 DOG FOOD-ANIMAL SHELTER INV #27246 FRONT ROTORS AND BRAKES TRUCK #203 INV #27252 NEW TIRE FOR SWEEPER INV #27278
Check Total.....:				1028.43		
047876	12/10/21	SBS01	GOODSUITE	257.87 11.00 11.00	INV132069 INV132225 INV132234	REMOTE IT SERVS. & CONTRACT OVERGS. CHARGES BLACK TONER SHIPPING #INV132225 YELLOW TONER SHIPPING #INV132234

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047876	12/10/21	SBS01	GOODSUITE	11.00 284.71 75.52 174.72 8.82 129.35	INV133974 INV134488 INV135079 INV136449 INV138668 INV139220	YELLOW TONER CARTRIDGE SHIPPING #INV133974 REMOTE IT SERVS. & CONTRACT OVERGS. CHARGES STAPLES FOR SHARP MX-FN22 FINISHER #INV135079 REMOTE IT SERVS. & CONTRACT OVRGS. #INV136449 FINANCE CHARGE #INV138668 REMOTE IT SERVICES #INV139220
			Check Total.....:	963.99		
047877	12/10/21	SHE01	SELF HELP ENTERPRISES	16363.11 449.00	SEPT.2021 SEPT/2021	CDBG-CV1 SUBSISTENCE PAYMENTS SEPT,1-SEPT.30 2021 CDBG-CV2BA
			Check Total.....:	16812.11		
047878	12/13/21	RR001	ROY RODRIGUEZ	145.35	12/13/21	MEDICAL REIMBURSEMENT
047879	12/15/21	AMCE1	AM CONSULTING ENGINEERS,	49643.95	12/10/21	PROFESSIONAL SERVICES
047880	12/15/21	APV01	ARAMARK- ACCOUNTS RECEIVA	58.51 50.36 253.74	000064651 000064655 000064710	JANITORIAL SUPPLIES FOR WTP INV #258000064651 JANITORIAL SUPPLIES FOR CITY YARD #258000064655 JANITORIAL SUPPLIES FOR CITY HALL #258000064710
			Check Total.....:	362.61		
047881	12/15/21	ASI00	ASI ADMINISTRATIVE SOLUTI	96.08	12/08/21	MONTHLY CHECK REGISTER 12/06/21-12/10/21
047882	12/15/21	CWS01	CORBIN WILLITS SYSTEM	75.00 957.24	000C11115 00C111151	PROFESSIONAL SERVICES-PAYROLL & HEALTH INSURANCE ENHANCEMENT AND PROFESSIONAL SERVICES #000C111151
			Check Total.....:	1032.24		
047883	12/15/21	DAP01	DODSON AUTO PARTS	23.19 22.65 14.02 14.57	50271 50275 50302 50372	BLUE DEFF AND VALVE EXTENSION INV #50271 TOOL SET INV #50275 GRAFFITI REMOVER INV #50302 WD 40 AND AC BULB INV #50372
			Check Total.....:	74.43		
047884	12/15/21	DLLO1	DE LAGE LANDEN PUBLIC FIN	3846.97	74592043	COPIER LEASE FOR MONTH DECEMBER 2021 INV #74592043
047885	12/15/21	FGS01	FRUIT GROWERS SUPPLY CO	513.30 98.04	92262041 92262298	RECYCLE WATER SYSTEM UPGRADE REPAIR INV #92262041 COUPLER GLV 3.00
			Check Total.....:	611.34		
047886	12/15/21	HER40	HERRERA RAFAEL	52.06	12/15/21	COVID TESTING
047887	12/15/21	JCC01	JORGENSEN CO.	266.00	2110406	FIRE EXTINGUISHER ANNUAL RE-FILL ORDER #2110406

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047887	12/15/21	JC001	JORGENSEN CO.	280.84	5975012	FIRE EXT ANNUAL MAINT. FIRE DEPT. INV #5975012
			Check Total.....:	546.84		
047888	12/15/21	LYN01	LYNN PEAVEY COMPANY	57.53	385166	EVIDENCE/ARSON EQUIPMENT INV #385166
047889	12/15/21	MT001	METROPOLITAN TRANSPORTATI	1500.00	4926AR123	STREETSAVER ANNUAL SUBSCRIPTION #4926-AR12330
047890	12/15/21	PD001	PENA'S DISPOSAL	39063.04	NOV.21	PENA'S DISPOSAL MONTHLY SERVICES - NOV 2021
047891	12/15/21	PEL02	PELAGIC ENGINEERING	1136.60	0000139	FINAL RETENTION PMT FOR WORK COMPLETED LIBRARY
047892	12/15/21	RUB05	RUBALCABA, RACHEL	48.40	12/15/21	GAS PURCHASE FOR CHRISTMAS TOYS AT WALMART-SANGER
047893	12/15/21	SELF1	SELF-HELP ENTERPRISES	439.64 34377.82 1266.35	3 5 05	CDBG-CV2BA CDBG-CV1 CDBG-CV2BA
			Check Total.....:	36083.81		
047894	12/15/21	SOU02	SOUTH COUNTY VETERINARY H	99.00	253357	ANIMAL CONTROL DEPT. EUTHANASIA CANINE'S #253357
047895	12/15/21	TWC01	TERRA WEST CONSTRUCTION I	.00 .00 2962.83	07/31/21y 08/30/21y 12/15/21	Ck# 047567->047545 Replacement Ck# 047567->047545 Replacement FINAL RETENTION PMT FOR WORK COMPLETED POLICEDER
			Check Total.....:	2962.83		
047896	12/15/21	USB01	U.S. BANK CORPORATE PAYME	5692.88	12/13/21	CREDIT CARD ENDING 0483-MAIN ACCT.
047897	12/15/21	UWB01	UNWIRED BROADBAND	249.99	01207448	COMMUNICATION INV #INV01207448
047898	12/15/21	RUB05	RUBALCABA, RACHEL	1031.00	12-15-21	CHRISTMAS TOY PURCHASE REIMBURSEMENT
047899	12/20/21	AJB01	AJ EXCAVATION, INC.	56606.21	202015610	SETTLEMENT AGREEMENT ADAMS AVE FINAL PAYMENT
047900	12/20/21	APV01	ARAMARK- ACCOUNTS RECEIVA	56.38	000064684	JANITORIAL SUPPLIES FOR WWTP INV #258000064684
047901	12/20/21	ASI00	ASI ADMINISTRATIVE SOLUTI	167.84	12/16/21	MONTHLY CHECK REGISTER 12/13/21-12/17/21 FEES
047902	12/20/21	ATT05	AT & T	717.80	12/20/21	COMMUNICATION UVERSE ACCTS - NOVEMBER 2021
047903	12/20/21	ATTM2	FIRSTNET - AT&T MOBILITY	3190.01	X11192021	COMMUNICATION
047904	12/20/21	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	30579847	NOVEMBER-MONTHLY FEE FOR PROPERTY INFO #30579847
047905	12/20/21	CON21	CONNEXUS INDUSTRIES INC.	1264.38	39811	CLARIFIER SHEAR PINS INV #39811

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047906	12/20/21	CSJVR	CENTRAL SAN JOAQUIN VALLE	42579.00 .00 29059.00	020220223 2022-0106y 2022-0223	WORKERS COMPENSATION PROGRAM 2021-2022 3RD QRT DEP Ck# 047685->047613 Replacement LIABILITY PROGRAM 2021-2022 3RD QUARTER DEPOSITS
			Check Total.....:	71638.00		
047907	12/20/21	ECN01	RAUL HERRERA ECN POLYGRAP	200.00 200.00 200.00	OCPDNOV12 OCPD OCT16 OCPDSEPT1	PRE-EMPLOYMENT POLYGRAPH INV #OCPD-NOV12-2021 PRE-EMPLOYMENT POLYGRAPH INV #OCPD-OCT16-2021 PRE-EMPLOYMENT POLYGRAPH INV #OCPD-SEPT15-2021
			Check Total.....:	600.00		
047908	12/20/21	FGS01	FRUIT GROWERS SUPPLY CO	38.25 36.86	92267796 92268752	TRUCK TOOLS INV #92267796 BIO BARDGE TOOL KIT INV #92268752
			Check Total.....:	75.11		
047909	12/20/21	LOP16	DAVID LOPEZ	64.39	12/20/21	CHRISTMAS TOY DRIVE - FOOD FOR VOLUNTEERS
047910	12/20/21	OCID1	ORANGE COVE IRRIGATION	1708.82 2967.00 1687.32	00505052- 37802103- 37802106-	STANDBY CHARGES FOR THE YEAR 2022 STANDBY CHARGES FOR THE YEAR 2022 APN#378-021-03 STANDBY CHARGES FOR THE YEAR 2022 APN #378-021-06
			Check Total.....:	6363.14		
047911	12/20/21	OSC00	OSCAR J. GARCIA C.P.A	3157.78 1641.54 178.08	12/16/21 12/29/21 DEC. 2021	SECURED PROPERTY TAXES PARCEL #378-021-03S SECURED PROPERTY TAXES PARCEL #378-021-06 SECURED PROPERTY TAXES PARCEL #375-030-50
			Check Total.....:	4977.40		
047912	12/20/21	PEL02	PELAGIC ENGINEERING	21595.40	0000138	WORK COMPLETED ON THE LIBRARY RAPID FLASHING BEACO
047913	12/20/21	PRO21	PROFESSIONAL PRINT & MAIL	2234.06 1271.35	110462 110504	PRINTING-LETTER ANNUAL CHRISTMAS EVENTS #110462 PRINTING-NOVEMBER 2021 MONTHLY UTILITY BILLS
			Check Total.....:	3505.41		
047914	12/20/21	PSP01	PSP STORES LLC	112.25	001081660	DOG FOOD FOR ANIMAL SHELTER INV #001081660
047915	12/20/21	QUI05	QUILL CORPORATION	8.63 131.70 606.07	21202839 21211639 21225870	OFFICE SUPPLIES FOR ALL DEPTS. INV #21202839 OFFICE SUPPLIES FOR ALL DEPTS. INV #21211639 OFFICE SUPPLIES FOR ALL DEPTS. INV #21225870
			Check Total.....:	746.40		
047916	12/20/21	RSG01	ROSENOW SPEVACEK GROUP	1537.50	I008077	20/21 SUCCESSOR AGENCY ADMIN. SERVICES #I008077

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047916	12/20/21	RSG01	ROSENOW SPEVACEK GROUP	1300.00	I008095	APPLICATION REVIEW-S.GUERRA
			Check Total.....:	2837.50		
047917	12/20/21	RUB05	RUBALCABA, RACHEL	91.50	12-16-21	RACHEL PURCHASED PIZZA FOR LUNCH VOLUNTEERS
				35.01	12/16/21	RACHEL PURCHASED PLATES,NAPKINS & DRINKS-VOLUNTEER
				475.16	12/20/21	CHRISTMAS PURCHASES FOR CHRISTMAS TOY DRIVE
				27.93	DEC,16,21	RACHEL PURCHASED DRINKS FOR BREAK
			Check Total.....:	629.60		
047918	12/20/21	SAM01	SAM JORGENSEN PUMP CO.,	732.00	2101394IN	ANNUAL DISCHARGE PUMP CLEAN OUT & BIO BARDGE
047919	12/20/21	TGC02	THE GAS COMPANY	983.59	12-06-21	UTILITY GAS FOR ALL DEPTS. MONTH-NOV, 2021
047920	12/20/21	VPL01	VICTOR P LOPEZ	40.62	12/14/21	MEDICAL REIMBURSEMENT
047921	12/27/21	EOC01	TARGET EIGHT ADVISORY COU	250.00	12/27/21	REMITTANCE OF TARGET EIGHT DONATION
				-250.00	12/27/21u	Ck# 047921 Reversed
			Check Total.....:	.00		
047922	12/27/21	VPL01	VICTOR P LOPEZ	539.26	12/27/21	MEDICAL REIMBURSEMENT CO-PAY
				500.00	FEB, 2022	AUTO ALLOWANCE-MONTH FEB, 2022
			Check Total.....:	1039.26		
047923	12/28/21	OCD01	ORANGE COVE DAY CARE	250.00	12/28/21	DONATION FOR TARGET EIGHT TOY GIVE AWAY PROGRAM
047924	12/30/21	ABE02	ABE-EL WHOLESALE INC.	3750.00	84314	FOOD DISTRIBUTION INV #84314
				12000.00	84461	FOOD DISTRIBUTION INV #84461
			Check Total.....:	15750.00		
047925	12/30/21	AMERI	AMERITAS LIFE INSURANCE C	3664.44	JAN,2021	EMPLOYEE DENTAL INSURANCE COVERAGE 1/1/22-01/31/22
				608.96	JAN, 2021	EMPLOYEE VISION INSURANCE COVRG, 1/1/22-1/31/22
			Check Total.....:	4273.40		
047926	12/30/21	APV01	ARAMARK- ACCOUNTS RECEIVA	49.52	000045677	JANITORIAL SUPPLIES FOR CITY YARD #258000045677
				49.52	000050069	JANITORIAL SUPPLIES FOR CITY YARD #258000050069
				57.67	000057366	JANITORIAL SUPPLIES FOR WTP INV #258000057366
				49.52	000057373	JANITORIAL SUPPLIES CITY YARD #258000057373
				39.25	000057416	JANITORIAL SUPPLIES FOR CITY HALL #258000057416
				58.51	000068358	JANITORIAL SUPPLIES FOR WTP INV #258000068358
				50.36	000068365	JANITORIAL SUPPLIES FOR CITY YARD #258000068365
				51.47	000068425	JANITORIAL SUPPLIES FOR CITY YARD #258000068425

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			Check Total.....:	405.82		
047927	12/30/21	ASI00	ASI ADMINISTRATIVE SOLUTI	96.08	12-16-21	MONTHLY CHECK REGISTER 12/06/21-12/10/21
				642.05	12/22/21	MONTHLY CHECK REGISTER 12/20/21-12/31/21 FEES
			Check Total.....:	738.13		
047928	12/30/21	BMI01	BADGER METER, INC	585.12	80083951	CELLUAR BACKHAUL SERVICES UNIT & NETWORK SERVICE
				423.12	80086147	BEACON FIXED NETWORK UNIT SERVICES FOR NOV, 2021
			Check Total.....:	1008.24		
047929	12/30/21	CMM01	CITRUS MINI-MART	3178.32	1233	GASOLINE FOR TRUCKS PWD/WTP/WWTP/PD INV #1233
047930	12/30/21	CN002	AT&T - CALNET	11563.63	017374679	COMMUNICATION & UVERSE INV #000017374679
047931	12/30/21	COL07	COLANTUONO, HIGHSMITH & W	51.03	49713	PROFESSIONAL SERVICES FOR OCT. 2021 INV #49713
				57.11	50100	PROFESSIONAL SERVICES-MONTH NOVEMBER 2021 #50100
			Check Total.....:	108.14		
047932	12/30/21	DAP01	DODSON AUTO PARTS	14.30	50192	FLAP DISC FOR PWD INV #50192
				21.04	50243	BLUE DEF FOR PWD INV #50243
			Check Total.....:	35.34		
047933	12/30/21	DHM01	D H MACHINE INC.	1.00	FC 4319	FINANCE CHARGES ON OVERDUE BALANCE #47021, #47092
047934	12/30/21	FGS01	FRUIT GROWERS SUPPLY CO	24.77	92262530	CHAIN FOR SAW INV #92262530
				43.09	92266951	COVERALL CLOTH FOR SPARYING INV #92266951
				11.20	92268615	DRAIN PIPE UNCLOGGER FOR 1"-2" INV #92268615
			Check Total.....:	79.06		
047935	12/30/21	FIV01	FIVE CITIES EDC	899.28	Q2-2021	EDA FIVE CITIES Q2 OCTOBER-DECEMBER 2021
047936	12/30/21	FOO02	FOOTHILL AUTO TRUCK & AG	15.65	905954	FLEET SUPPLIES BLISTER PACK CAPSULES INV #905954
				9.71	906188	RAIN X GLASS CLEANING INV #906188
			Check Total.....:	25.36		
047937	12/30/21	FWUA1	FRIANT WATER AUTHORITY	3471.00	114929	MONTHLY SHARE OF FKC ROUTINE OM&R COSTS #114929
				543.60	114986	SLDMWA FOR BILLING DECEMBER INV #114986
			Check Total.....:	4014.60		
047938	12/30/21	HER40	HERRERA RAFAEL	127.12	12/28/21	DELIVERY PACKAGE-NEXT DAY & PURCHASE 1099 FORMS

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CITY OF ORANGE COVE
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047939	12/30/21	LAW04	LAW & ASSOCIATES INVESTIG	600.00	2168	BACKGROUND INVESTIGATION J.QUINTEROS INV #2168
047940	12/30/21	METRO	METRO UNIFORM	568.38 727.30 760.13 1997.54	235912 239047 239230 07-29-21	UNIFORM ALLOWANCE OFC. SOTO INV #235912 UNIFORM ALLOWANCE OFC. MARTINEZ INV #239047 UNIFORM ALLOWANCE OFC. A.MARTINEZ INV #239230 UNIFORM ALLOWANCE OFC. M.AGUILAR INV #232867
			Check Total.....:	4053.35		
047941	12/30/21	MWS01	MODERN WILDLIFE SOLUTIONS	650.00 650.00	8301 8427	MONTHLY RODENT CONTROL FOR FEINSTEIN PARK-SEPT.2021 MONTHLY RODENT CONTROL-OCT. 2021 INV #8427
			Check Total.....:	1300.00		
047942	12/30/21	NBS01	NBS GOVERNMENT FINANCE	1331.52	122100032	QUARTERLY ADMIN. FEES JANUARY 1, 2022-MAR 31, 2022
047943	12/30/21	OCTS1	ORANGE COVE TIRE SERVICE	60.35 16.00 50.00 667.46 75.35	27028 27071 27285 27298 27312	OIL CHANGE UNIT 20-08 INV #27028 TIRE REPAIR UNIT 21-09 INV #27071 TIRE REPAIR INV #27285 ACU UNIT NEW TIRES INV #27298 OIL CHANGE UNIT 19-07 INV #27312
			Check Total.....:	869.16		
047944	12/30/21	ODC01	OVERHEAD DOOR CO. OF	496.74 164.00	65230 65347	REPAIR ROLL UP DOORS @ FIRE DEPT. INV #65230 REPAIR ROLL UP DOORS AT FIRE DEPT. INV #65347
			Check Total.....:	660.74		
047945	12/30/21	PAR33	PARAMOUNT PEST SERVICES	365.00 365.00	211100325 211200324	PEST CONTROL PWD, WTP, WWTP, INV #2111-00325 PEST CONTROL PWD, WTP, WWTP, PD INV #2112-00324
			Check Total.....:	730.00		
047946	12/30/21	PD001	PENA'S DISPOSAL	50.00	624361	MATTRESS DISPOSAL INV #624361
047947	12/30/21	QUI05	QUILL CORPORATION	21.25 26.22 26.97 246.17 38.85 267.28	20906091 21106859 21660582 21697744 21723886 21724764	OFFICE SUPPLIES FOR PD INV #20906091 OFFICE SUPPLIES FOR PD INV #21106859 OFFICE SUPPLIES FOR ALL DEPTS. INV #21660582 OFFICE SUPPLIES FOR ALL DEPTS. INV #21697744 OFFICE SUPPLIES FOR ALL DEPTS. INV #21723886 OFFICE SUPPLIES FOR ALL DEPTS. INV #21724764
			Check Total.....:	626.74		
047948	12/30/21	RFR01	RAIN FOR RENT	225.39 168.95	1656571 1667396	PARTS FOR PUMP INV #1656571 PARTS FOR PUMP INV #1667396

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
			Check Total.....:	394.34		
047949	12/30/21	RL001	REEDLEY LUMBER CO.	81.85	276786	ELECTRIC SUPPLY INV #276786
047950	12/30/21	RP001	ROBERSON PLUMBING	510.59	11432	REPAIR ON 2 TOILETS @ JULIA DAYCARE CENTER
047951	12/30/21	SEB01	SEBASTIAN	704.35	10680801	ALARM MONITORING FOR ALL DEPTS. INV #10680801
047952	12/30/21	SHE01	SELF HELP ENTERPRISES	2500.00	12/01/21	2021-CAL HOME APPLICATION
047953	12/30/21	SUP03	SUPERIOR POOL PRODUCTS LL	1180.49	Q2016812	CHLORINE FOR WTP INV #Q2016812
				1415.66	Q2017273	CHLORINE FOR WTP INV #Q2017273
			Check Total.....:	2596.15		
047954	12/30/21	TM001	TUTTLE & MCCLOSKEY	3361.50	3013	ATTORNEY PROFESSIONAL ALLOCATION COSTS INV #3013
047955	12/30/21	ULINE	ULINE	817.25	142518896	ULINE TRASH LINERS-INVOICE #142518896
047956	12/30/21	UNITY	UNITY IT	4158.01	363365	COMMUNICATION SERVICES INV #363365
047957	12/30/21	VOR01	VORTAL, INC	225.00	1604	MONTHLY MAINTENNANCE & PROFESSIONAL SERVS. #1604
047958	12/30/21	VU001	VALLEY UNIFORM	105.21	25703-1	UNIFORM ALLOWANCE OFC. AGUILAR INV #25703-1
				423.86	024445-1	UNIFORM ALLOWANCE CPL. GALEANA INV #024445-1
				413.30	026105-1	UNIFORM ALLOWANCE OFC. DELEON INV #026105-1
				276.84	026177-1	UNIFORM ALLOWANCE OFC. R.DIAZ INV #026177-1
				79.64	026407-1	UNIFORM ALLOWANCE OFC. R.URREA INV #026407-1
				324.19	026452-1	UNIFORM ALLOWANCE OFC. DELEON INV #026452-1
			Check Total.....:	1623.04		
047959	12/30/21	WEE01	W&E ELECTRIC	124.00	2110015	FLRLAMP AND BLST FOR LIGHT @ JULIA LOPEZ DAYCARE
				63.13	2111015	BASE LAMP LIGHTS AT EATON PARK INV #2111015
			Check Total.....:	187.13		
047960	12/30/21	WIL16	WILLDAN	2252.50	0033555	BUILDING INSPECTOR-J.KARLIE PORFESSIONAL SERVICES
				5040.00	00335008	CODE ENFORCEMENT T.MOORE PROFS. SERVS. #00335008
				4292.50	00335419	BUILDING INSPECTOR-J.KARLIE PROFESSIONAL SERVICES
			Check Total.....:	11585.00		
047961	12/30/21	WIN02	WINSUPPLY OF FRESNO COUNT	30.21	082598 01	6-5/8" HYD B/O BOLT SET INV #082598 01
700467	12/02/21	PER00	CALIF.PUBLIC EMPLOYEES RE	642.01	C11230H	FOR JURAZO SHOULD NOT HAVE BEEN 11/13-11/26

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CITY OF ORANGE COVE
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
ACH111	12/13/21	PER01	P.E.R.S. FOR THE 457	600.00	.C11230H	457 CATCH UP
ACH123	12/30/21	PER00	CALIF.PUBLIC EMPLOYEES RE	8773.42	345345H	UNFUNDED LIABILITY
Cash Account Total.....:				664267.93		
Total Disbursements.....:				664267.93		

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CITY OF ORANGE COVE
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700464	12/02/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11202	Garnishment
700465	12/02/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	2063.43	C11202	State Income Tax
				1062.53	1C11202	SDI
			Check Total.....:	3125.96		
700466	12/02/21	EDD02	EDD SUI	90.75	C11202	SUI
700467	12/02/21	PER00	CALIF.PUBLIC EMPLOYEES RE	17050.77	C11202	PERS PAYROLL REMITTANCE
700468	12/02/21	SEC00	UNION BANK	8219.21	C11202	Federal Income Tax
				11301.92	1C11202	FICA
				2643.26	2C11202	Medicare
			Check Total.....:	22164.39		
700469	12/02/21	STA20	STATE DISBURSEMENT UNIT	1098.45	C11202	Garnishment
				50.00	1C11202	Misc Deduction
			Check Total.....:	1148.45		
700475	12/15/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11215	Garnishment
700476	12/15/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	220.54	C11203	State Income Tax
				2020.94	C11215	State Income Tax
				51.20	1C11203	SDI
				1001.88	1C11215	SDI
			Check Total.....:	3294.56		
700477	12/15/21	EDD02	EDD SUI	48.50	C11215	SUI
700478	12/15/21	PER00	CALIF.PUBLIC EMPLOYEES RE	104.91	C11203	PERS PAYROLL REMITTANCE
				15876.10	C11215	PERS PAYROLL REMITTANCE
			Check Total.....:	15981.01		
700479	12/15/21	SEC00	UNION BANK	625.70	C11203	Federal Income Tax
				8097.54	C11215	Federal Income Tax
				529.02	1C11203	FICA
				10963.12	1C11215	FICA
				123.72	2C11203	Medicare
				2564.00	2C11215	Medicare
			Check Total.....:	22903.10		
700480	12/15/21	STA20	STATE DISBURSEMENT UNIT	1098.45	C11215	Garnishment

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CITY OF ORANGE COVE
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 12-21 thru 12-21 Bank Account.: 1010

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700480	12/15/21	STA20	STATE DISBURSEMENT UNIT	50.00	1C11215	Misc Deduction
			Check Total.....:	1148.45		
700486	12/30/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11230	Garnishment
700487	12/30/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	2234.61	C11230	State Income Tax
				963.01	1C11230	SDI
			Check Total.....:	3197.62		
700488	12/30/21	EDD02	EDD SUI	120.94	C11230	SUI
700489	12/30/21	PER00	CALIF.PUBLIC EMPLOYEES RE	17064.80	C11230	PERS PAYROLL REMITTANCE
700490	12/30/21	PER01	P.E.R.S. FOR THE 457	50.00	C11230	457
700491	12/30/21	SEC00	UNION BANK	8781.20	C11230	Federal Income Tax
				11403.24	1C11230	FICA
				2666.04	2C11230	Medicare
			Check Total.....:	22851.28		
700492	12/30/21	STA20	STATE DISBURSEMENT UNIT	1098.45	C11230	Garnishment
				50.00	1C11230	Misc Deduction
			Check Total.....:	1148.45		
700493	12/30/21	IUO00	IUOE LOCAL 39	750.66	C11231	Union Due Local 39
			Cash Account Total.....:	132515.89		
			Total Disbursements.....:	132515.89		

Manuel Ferreira
215- 8th ST.
Orange Cove, Ca. 93646

12-29-2031

To Whom it may concern:

I wish to express my interest in becoming a member of the Orange Cove Planning Commission.

I feel that I am well qualified for this position by the following positions that I have held here in and for the City of Orange Cove over the last 30 years:

1. Kings Canyon unified school district board member for 20 years.
2. Orange Cove and Julia Hopay Child Development Center 25 years.
3. Orange Cove Lions Club, Board Member for 23 years 2 years as president.
4. Orange Cove Post 22's American Legion President Board Member 20 years.
5. Orange Cove Parks & Recreation, Participating in Orange Harvest Festival, various parades, 4th of July festivities, Halloween with Fresno County Sheriff and Chamber.
6. Orange Cove Chamber of Commerce, Member, Board member, President 25 years.
7. Orange Cove Police Protection District: member 12 years.
8. Orange Cove Fire Protection District: 13 years.
9. Orange Cove Citizens on Patrol 12 years.

Being involved in all of the above organizations has helped me to be more involved in the operation and needs of the City of Orange Cove.

I consider myself as a Public servant to all of the people of Orange Cove.

I appreciate your consideration of this application to the Orange Cove Planning Commission.

Thank you
Marek Ferenc

ENGINEER'S REPORT

TO: CITY COUNCIL
FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.
SUBJECT: PROJECT PROGRESS UPDATE
DATE: JANUARY 12, 2022

This Engineer's Report provides an update on the progress made on the various projects since December 14, 2021, that Staff is currently working on:

1. FHWA Projects

a. Adams Avenue Reconstruction Between Center Avenue to 4th Street

The project is now closed out with the Contractor. The City has provided AJ Excavation with the executed Settlement Agreement that was approved by City Council on December 14, 2021, and the City has paid the remaining contract amount of \$56,606.21. Staff is currently working internally with Caltrans on processing the remaining invoices for reimbursement.

b. CMAQ Ally Paving Project

Staff has submitted an Preliminary Environmental Study (PES) to Caltrans for their approval. Once the PES has been deemed complete, staff will proceed with submitting the required Right-of-Way documents and the Request for Authorization for Construction to Caltrans. Staff is estimating that the Project will go out to bid by Spring.

c. E. Railroad Ave Culvert Replacement

On October 1, 2021, Staff submitted an application to the Fresno COG for the FY 2021-22 Surface Transportation Block Grant (STBG) Program, requesting \$176,080 in additional funding for the construction of the E. Railroad Culvert Project. The project consists of replacing the existing culvert that runs from 3rd Street to E Railroad Ave with new storm drain manholes and pipeline and reconstruction a portion of E. Railroad Ave. On December 12, 2021, Staff was notified by the Fresno COG that the City's STBG application was recommended to receive funding by the scoring committee. The scoring committees list of recommended projects will be presented to the Fresno COG Policy Board for approval at their meeting this month. The additional funding will be programed for federal FY 2022-23.

2. American Rescue Plan

a. Water Treatment Plant Booster Pump Station

Plans and specifications are nearing completion; however, staff has some uncertainty regarding the layout of the underground piping. Staff received a proposal \$10,000 to conduct potholing in order determine the location of the underground pipe. Staff is evaluating whether Public Works staff can perform the potholing instead of hiring an outside contractor.

b. Wastewater Treatment Plant RAS Pump Station

The electrical plans are currently being prepared. Once these plans are complete, the plans and specifications will be finalized.

c. City Hall Front Office and Flooring Remodel

Staff has received three quotes from contractors for the front office and flooring remodel project. For tonight's meeting, staff has prepared a staff report presenting each proposal and is recommending that Council award the project to the selected contractor.

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

The consultation with the Indian tribes was completed on January 6th. Staff have been informed by the EDA that the revised Environmental Assessment must be signed off before EDA can proceed with the contract amendment. EDA is estimating that the contract Amendment will take a few months to process and approve. Once the contract Amendment is approved, Staff can put the project out to bid. Staff is estimating that the project will be in construction by this summer.

4. No Kid Hungry Grant

With the assistance of Save the Children, Councilwoman Hope Rodriguez, and several volunteers, the City was able to hold three food distributions on December 4th, 11th, and 23rd.

5. 2021 Small Community Drought Relief Program

Staff is currently working with a relator to find a 5-to-10-acre property for the location of the new groundwater well and retention basin. The relator has found a property owner who is willing to do a lot line adjustment and sell a portion of his property to the City. Staff is currently contacting Fresno County to see if the City would be eligible to do the lot line adjustment.

6. Proposition 68 Grant Applications

Staff will be attending mandatory grant administration workshop on Thursday January 13th at 1pm. The purpose of the workshop is to go over the administrative guide for State Parks Program.

7. Proposition 68 Per Capita Grant

On December 17th, Staff submitted a revised application to the State Parks Department requesting to use the \$184,049 in per capita funds through Proposition 68 on the Eaton Park Rehabilitation Project. In addition to the rehabilitation of the existing playground structure, staff has prepared a Staff Report that details additional recreation items that the City can use the remaining funds on. Staff is requesting Council's recommendation on what additional items should be included in the Project.

8. Clean California Local Grant Program

Caltrans has released a new call for projects for a competitive statewide grant program created to beautify and clean up local streets and roads, parks, pathways, transit centers, and other public spaces. Eligible activities include the installation of pavement alternatives, construction of shade structures, irrigation systems, fencing, LED lighting, walking or biking facilities, seating and playground equipment, public restrooms, water fountains, and trash receptacles. Staff has prepared a Staff Report for tonight's meeting to seek Council's input for potential beautification projects within the City.


9. Victor P. Lopez Community Center Repairs

Staff is currently working on obtaining quotes for various repairs at the Community Center including the plumbing, HVAC units, and roof. Staff plans to present the quotes to City Council at the next City Council meeting.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Approve Cost Proposal from Buke Construction for the Construction of the City Hall Remodel Project

Attachments: Resolution No. 2022-04
Cost Proposal from Buke Construction dated December 18, 2021

RECOMMENDATION:

Staff recommends that City Council approve the attached cost proposal from Buke Construction dated December 18, 2021, for the construction of the City Hall Remodel Project and authorize the Interim City Manager to use American Rescue Plan funds for the construction of the Project.

BACKGROUND:

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act of 2021. This economic stimulus bill includes \$350 billion in direct, flexible aid to states, territories, tribes, cities, and counties. These funds must be spent by December 31, 2026 and must be used on COVID related expenses.

The Orange Cove City Hall is in desperate need of repairs. The existing carpet throughout the building and tile flooring in the bathrooms is rundown and difficult to clean and sanitize. Staff is proposing to replace the existing flooring with new laminate flooring, which will improve the quality of the building and make it easier for janitorial staff to keep clean. Additionally, the desk area in the front office has been in place for several decades and the existing layout make it difficult to implement COVID-19 related protection to keep staff safe and healthy. Staff is also proposing to replace the existing desks with new desks that will allow the City to implement COVID-19 safety measures.

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: _____

On October 13, 2021, City Council authorized the Interim City Manager to solicit proposals for the construction of the City Hall Remodel Project (Project) and to use American Rescue Plan Funds for the design and construction costs. To date, Staff has received two proposals from licensed contractors. The lowest proposal was submitted by Buke Construction in the amount of \$100,300. The results are summarized in the table below.

Contractor	Cost Proposal
Burke Construction	\$100,300.00
Rakkar Development & Construction	\$102,758.00

As shown in the attached proposal, the Burke Construction's scope of work will include the following:

1. Remove and replace furniture to facilitate to phases of flooring replacement.
2. Demolish existing flooring and quarter-round throughout.
3. Remove & re-install toilets to facilitate new work in restrooms.
4. Furnish and install laminate flooring throughout first and second floor and new quarter-round.
5. Furnish and install new rubber base in restrooms.
6. Furnish and install rubber stair nosings.
7. Perform minor floor preparation which is limited to self-leveling at 1st floor restroom and skim coating with Ardex feather finish.
8. Detail, fabricate and install new entry desk with melamine/wood veneer die walls, quartz countertop (transaction top), plastic laminate base cabinets (shaker style), melamine door and bead board trim.

FISCAL IMPACT:

All costs associated with this Project will be paid for with American Rescue Plan funds.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AWARDING COST PROPOSAL FOR THE CITY HALL REMODEL PROJECT TO BURKE
CONSTRUCTION CO. FOR \$100,300 AND AUTHORIZE THE INTERIM CITY MANAGER
TO USE AMERICAN RESCUE PLAN FUNDS FOR THE CONSTRUCTION OF THE
PROJECT

WHEREAS, President Biden signed the \$1.9 trillion American Rescue Plan Act of 2021 on March 11, 2021; and

WHEREAS, this economic stimulus bill includes \$350 billion in direct, flexible aid to states, territories, tribes, cities, and counties

WHEREAS, these funds must be used on COVID-19 related expenses by December 31, 2026; and

WHEREAS, the City Hall building requires significant repairs in order to implement COVID-19 related protections that will keep staff safe and healthy; and

WHEREAS, on October 13, 2021, the City Council authorized the Interim City Manager to solicit proposals for the construction of the City Hall Remodel Project (Project) and to use American Rescue Plan Funds for the construction of the Project; and

WHEREAS, proposals for the construction of the Project were solicited from qualified contractors; and

WHEREAS, the lowest responsive and responsible proposal was submitted by Burke Construction Co. in the amount of \$100,300.

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 cost proposal for the City Hall Remodel Project is hereby awarded to Burke Construction Co. in the amount of One Hundred Thousand Three Hundred Dollars and No Cents (\$100,300.00).
3. The Interim City Manager is authorized to sign an Agreement with Burke Construction Co. on behalf of the City of Orange Cove.
4. The Interim City Manager is authorized to use American Rescue Plan funds for the construction of the Project.
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 January 12, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

December 18, 2021

AM Consulting Engineers
Attn: Mathew Bullis, P.E.
5150 N Sixth Street, Suite 124
Fresno, CA 93710

Re: City of Orange Cover - City Hall Remodel
Construction Cost Proposal

Mr. Bullis,

Burke Diversified dba Burke Construction Co. is pleased to propose on the construction of the City Hall Remodel for the City of Orange Cove.

The following work can be performed for One Hundred Thousand Three Hundred Dollars (\$100,300.00):

- 1) Remove and replace furniture to facilitate to phases of flooring replacement.
- 2) Demolish existing flooring and quarter-round throughout.
- 3) Remove & re-install toilets to facilitate new work in restrooms.
- 4) Furnish and install Mohaw Grown-up LVT (Kingsley-138) throughout first and second floor and new quarter-round.
- 5) Furnish and install new rubber base in restrooms.
- 6) Furnish and install rubber stair nosings.
- 7) Perform minor floor preparation which is limited to self-leveling at 1st floor restroom and skim coating with Ardex feather finish.
- 8) Detail, fabricate and install new entry desk with melamine/wood veneer die walls, quartz countertop (transaction top), plastic laminate base cabinets (shaker style), melamine door and bead board trim.

Please note the following clarifications and alternate.

- 1) We plan to perform the work in two phases. First phase would include approximately ½ of the first floor and ½ of the second floor. We plan to relocate furniture after normal business hours to reduce disruption. Balance of work to be performed in normal business hours.
- 2) If Mohawk Solve II Carpet Tile (Cosmos-859) is used in 2nd floor Conference Area, please deduct \$5,108 from the proposed price.



15115 Torrey Pines Circle
Chowchilla, CA 93610
559.201.9335 | burkediversified.com

We are excited by the opportunity to work with the City of Orange Cove and would be happy to meet with you and discuss our approach to this project and review phasing options that may be more beneficial for the City. If you have any questions, please do not hesitate to contact the undersigned at (559) 232-6181.

Sincerely,

Burke Construction Co.


A handwritten signature in black ink, appearing to read "J. Burke".

Jason E. Burke
President

INTEGRITY • RESPECT • GRIT



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer 
Subject: Receive Input from City Council for Potential Beautification Projects for the Clean California Local Grant Program
Attachments: None

RECOMMENDATION:

Staff is seeking input from City Council regarding potential beautification projects that the City can apply for through the Clean California Local Grant Program.

BACKGROUND:

The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. The total program budget is \$296 million, with a maximum individual grant award of \$5 million. The CCLGP is intended to achieve the following goals:

- Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
- Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
- Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
- Advance equity for underserved communities.

Staff is requesting City Council's input on potential projects that can be included in the City's application that is due February 1, 2022. Eligible types of projects may include, but are not limited

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
X Info Item
____ Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

to community litter abatement, beautification, and litter abatement events and educational programs. Examples include beautifying community parks, transit centers, park-and-ride facilities, and pedestrian pathways. Eligible expenses can include shade trees or structures, art installations, play equipment, public restrooms, water fountains, amenities related to proper waste collection and prevention, and other beautification elements. Projects may not displace the homeless.

FISCAL IMPACT:


There is no fiscal impact associated with gathering project ideas.

CONFLICT OF INTEREST:

None.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer 
Subject: Receive Input from City Council Regarding Additional Recreation Features to Include in the Eaton Park Rehabilitation Project
Attachments: None

RECOMMENDATION:

Staff is seeking input from City Council regarding what additional recreation features should be included in the Eaton Park Rehabilitation Project that is to be funding through Proposition 68 Per Capita grant funds.

BACKGROUND:

The City received an allocation of \$184,049 in per capita funds through Proposition 68 in 2021. At the time the application was submitted it was decided that the funds would be used for the construction of a new splash pad at Eaton Park. However, due to the outcome of the Utility User Tax Measure and since Eaton Park was not awarded additional grant funding through the Round 4 of Proposition 68 Statewide Parks Program, City Council decided to use these funds for the rehabilitation of the Eaton Park Playground Structure at the December 14th Council meeting.

Staff has received quotes for the rehabilitation of the playground structure and approximately \$117,000 remaining grant funds is still available to use for additional recreational features. Additional recreational features may replace the site lighting with taller LED lights, rehabilitating the bathrooms, constructing new swings and other types of playground equipment re-seeding the grass, constructing shaded areas, restriping the existing basketball court, installing new basketball backboards and installing new benches.

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
☐ Action Item
☐ Department Report
☐ Redevelopment Agency

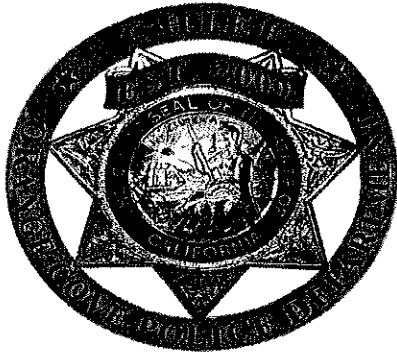
☐ Public Hearing
☐ Matter Initiated by a Council Member
☐ Other
☐ Continued to: _____

FISCAL IMPACT:

The City will use Proposition 68 grant funds to construct the additional recreation features to be included in the Eaton Park Rehabilitation Project.

CONFLICT OF INTEREST:

None.



Marty Rivera
Chief of Police

ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

MONTH: December

OFFICER: R. DIAZ

BITE REPORTS	Dog V. Dog
PRIOR MONTH STRAYS	7 from November
STRAY DOGS	11 Picked up in December
EUTHANIZED DOGS	0
ADOPTED DOGS	0
RESCUED DOGS	9 In December
INJURED STRAY DOGS	
ANIMAL CRUELTY INVESTIGATIONS	None
RELEASED DOGS TO OWNER	3
CITATIONS ISSUED	0
QUARANTINED DOGS	
OTHER ANIMAL	
MISC	1 Deceased dog
DOGS IN SHELTER	5 Dogs in shelter

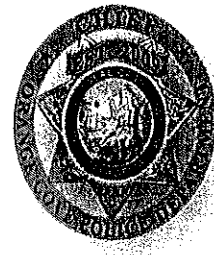
NOTES	
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ORANGE COVE POLICE DEPARTMENT

DECEMBER 2021 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



PART 1 CRIMES

	NOV	DEC	%	YTD	YTD
	2021	2021	Change	2020	2021
Homicide	0	0	0%	0	0
Rape	0	0	0%	0	0
Attempted Murder	0	1	100%	0	2
Robbery	1	0	-100%	3	2
Assault	0	0	0%	9	5
Burglary	0	3	300%	20	20
Grand Theft Auto	0	0	0%	25	12
Total Part 1 Crimes	1	4	300%	57	41

	NOV	DEC	%	YTD	YTD
	2021	2021	Change	2020	2021
Sex Crimes	1	0	-100%	13	13
Narcotics	3	1	-67%	52	30
Child Abuse	1	0	-100%	10	8
Total Part 2 Crimes	5	1	-80%	75	51

	NOV	DEC	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Collisions	1	5	400%	43	41
Fatalities	0	0	0%	0	0
Injury	0	0	0%	4	1
Non Injury	1	2	100%	19	20
Hit & Run	0	3	300%	20	20

ENFORCEMENT STATISTICS

	NOV	DEC	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Citations	14	15	7%	350	277
Total Vehicle Stops	77	62	-19%	1,217	1,088
Seatbelt Violations	0	0	0%	9	14
Unsafe Speed Violations	0	0	0%	14	16
Fail To Obey Stop Sign/Light	3	3	0%	65	71
Driving Under the Influence	2	1	-50%	19	17
Gang Arrests - Felony	0	0	0%	1	0
Gang Arrests - Misdemeanor	0	0	0%	0	0
Gang Field Interview Cards	0	1	100%	34	22
Juvenile Detentions/Arrests	0	1	100%	9	8
Adult Arrests	17	6	-65%	111	137

	NOV	DEC	%	YTD	YTD
	2021	2021	Change	2020	2021
5150	4	2	-50%	45	52
Agency Assist	7	10	43%	107	99
Battery	2	1	-50%	16	19
Evading/Obstructing Officer	2	2	0%	18	14
Fraud	1	0	-100%	12	3
Identity Theft	0	0	0%	6	5
Spousal Abuse	6	6	0%	66	60
Graffiti/Vandalism	5	5	0%	65	41
Veh. Burglaries	1	1	0%	7	8
General Incidents	10	21	110%	199	175
Weapons Confiscated	0	1	100%	13	9
Petty Theft	4	5	25%	47	47
Public Intoxication	0	0	0%	10	10
Suspended License	2	1	-50%	29	19
Unlicensed Drivers	8	5	-38%	107	90
Vehicles Towed	9	7	-22%	135	121
Vehicles Released	4	3	-25%	70	61
Case Number Drawn	115	112	-3%	1,897	1,577

POLICE DEPARTMENT MONTHLY REPORT

January 12, 2022

Staff. Antonio Martinez is progressing well in the FTO Training. Officer Jeremy Knoy started on January 10th. He has had some prior experience. We will not be filling the other Reserve Position that was approved on the 21-22 budget.

Office Clerk Janeyra Quinteros who was previously working part time is now full time on the allocated 21-22 budget. That will be a big help in keeping up with everything required to keep records functioning properly.

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

Events: Xmas tree lighting and Toy Drive were both a success.

Tobacco Grant Quarterly Report is due on January 15th, currently working on it.

Vehicles. The two SUVs we ordered early 2021 are now in service.. We cut out the vehicle that was on the 21-22 budget. In regards to the **animal control vehicle**, we are looking at options to cut any costs when we do get the vehicle.

Covid 19: In regards to COVID CASES., Orange Cove is doing better than most of the county. We had 22 cases in December down from 93 in November. Omicron is what is making the cases go up, but the effects are not as serious, they are mostly upper respiratory in nature.



STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Rudy Hernandez, Interim City Manager
DATE: January 12, 2021
SUBJECT: Orange Cove Energy Efficiency Project

Summary

Over the past number of years staff have met with a variety of companies that provide various energy efficiency solutions. In general, the projects proposed have been large scale projects which (upon staff review) seemed to be overly large fiscal commitments which may have been difficult to carry forward (from a financing perspective) with minimal risk. More recently, SitelogIQ has approached the City of Orange Cove to discuss a potential project within the city. SitelogIQ is an energy efficiency company which is semi unique in that it is also a general contractor of energy efficiency projects. SitelogIQ performed a preliminary energy audit of all City facilities and was tasked with creating a smaller scale project for City consideration. After a significant amount of analysis SitelogIQ met with City staff to propose the most economically feasible solar locations, as well as lighting upgrades. The sites proposed for potential lighting upgrades include the Community Center, Police Department, Fire Department, City Hall, Senior Center and Julia A. Lopez Child Development Center. Subsequently, SitelogIQ also proposed a project location at the Wastewater Treatment Facility for possible solar as the Wastewater Treatment Facility is the City's largest power user.

On December 15th, 2021 a special meeting was held to discuss the final cost and savings of the above proposed locations. The final project cost for "phase 1" identified is approximately \$2,228,616. SitelogIQ has proposed one funding option that was discussed at length during the presentation. In broad terms, the funding option proposed would make use of the California Energy Commission, Energy Conservation Assistance Act One Percent Loan Program (CEC ECAA Loan) and would result in a net 30-year savings of approximately \$7,474,874. As an added benefit, the CEC will conduct at no cost to the city a thorough third-party review of SitelogIQ's costs, as well as savings calculations. If council approves SitelogIQ's Contract, SitelogIQ will complete the ECAA Loan application and submit the completed loan documents to the CEC on behalf of the City of Orange Cove.

As mentioned in previous staff reports, there was a key motivation to moving quickly with regards to a decision to institute a solar energy efficiency project. This related to an upcoming potential rule change by the CPUC that would greatly reduce California net metering policy

which could potentially cut the value of solar credits by up to 75%. Fortunately for the City, since approving the Letter of Agreement with SitelogIQ, the SitelogIQ team has successfully submitted on behalf of the City, an interconnection application with PG&E which guarantees the City will be grandfathered into the favorable NEM 2.0 rate schedule, and thereby will not be negatively affected by the upcoming changes to the net metering policy.

Recommendation

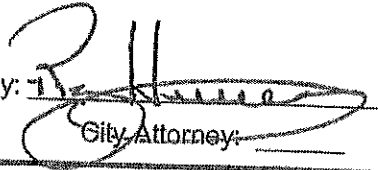
It is recommended that the City Council approve SitelogIQ's Construction Agreement and Operations & Maintenance Agreement and approve the attached 4217, CEQA exemption and CEC resolutions which authorize the City Manager and SitelogIQ to submit the loan documents to the CEC.

FISCAL IMPACT:

As stated previously, the final project cost of \$2,228,616 that is proposed to be funded entirely by the CEC ECAA Loan and will generate an approximate 30-year net saving to the City of \$7,474,874 (roughly 30% general fund, 70% wastewater enterprise fund). Additionally, the CEC ECAA Loan documents state "The obligation of the borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan" Meaning, if for any reason the City does not realize the saving the CEC and SitelogIQ have calculated, the City is not responsible for making the full payment.

The previously stated short term fiscal impact cost of \$900 - \$1,500 to be paid directly to PG&E for a Preliminary Interconnection Application Fee has been paid for by SitelogIQ in order to expedite the submittal of the City's Interconnection Application.

Prepared by: Rudy Hernandez

Approved by: 

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

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

RESOLUTION NO. 2022-02

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE
COVE AUTHORIZING SITELOGIQ AND CITY MANAGER TO
COMPLETE AND SUBMIT ALL NECESSARY DOCUMENTS AND
APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND FINDING
THE ACTIVITY FUNDED BY SUCH LOAN TO BE EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Resolution of

City of ORANGE COVE

Name of Institution or Organization

WHEREAS, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements;

NOW THEREFORE, BE IT RESOLVED, that City Council of the City of ORANGE COVE authorizes SiteLogIQ to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency measures.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), City of ORANGE COVE finds that the activity funded by the loan is a project that is categorically exempt under 15301, 15304, 15311 and 15329 because the solar site proposed is part of an existing facility and/ or minor alterations to land.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the City Council of the City of ORANGE COVE authorizes the City Manager

to accept a loan up to \$2,228,616.00.

BE IT ALSO RESOLVED, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

BE IT FURTHER RESOLVED, that City Manager, Rudy Hernandez is hereby authorized and empowered to execute in the name of City of ORANGE COVE all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this _____ day of _____, _____.
Month Year

Governing Board Representatives:

Victor P. Lopez, Mayor

Diana Guerra-Silva, Mayor Pro Tem

Josie Cervantes, Councilmember

Roy Rodriguez, Councilmember

Esperanza Rodriguez, Councilmember

RESOLUTION NO. 2022-03

APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217.10-4217.18, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN CITY OF ORANGE COVE "CITY" FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY AND RENEWABLE GENERATION MEASURES ON SELECTED CITY SITES,

WHEREAS, the City Council ("Council") has endorsed the goal of energy efficiency and directed staff to develop energy efficient and renewable generation projects for use at existing City sites. Based on an analysis of energy efficiency savings and capabilities the City has selected SitelogIQ based on their qualifications and references as to be "Best Value";

WHEREAS, the City approved an agreement to enter into negotiations with SitelogIQ which proposes an Energy Conservation project to the City to include energy efficiency improvements to the sites including the use of Government Code Section 4217.10-4217.18 to implement additional scopes of work for Solar PV Power Generation and comprehensive lighting retrofits.

WHEREAS, the Council has received, and reviewed information and data presented by City staff demonstrating that the cost to the City for Supplier to provide energy conservation and renewable generation measures pursuant to the Agreement will be less than the anticipated energy savings to the City; and SitelogIQ

WHEREAS, in order to maximize the cost savings from the energy project, the City desires to improve the building energy efficiency at specified sites with the scope of work;

BE IT RESOLVED that based on comments, staff reports, and documentation reviewed by the Council, the Council makes the formal findings that the cost of the project will be offset by the anticipated savings in energy consumption; and

BE IT FURTHER RESOLVED that the Council hereby approves the Facility Solutions Agreement

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Orange Cove City Council vote:

AYES: NOES: ABSTAIN: ABSENT:

I, _____ Clerk to the Council of the "City", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Council of Trustees on this (Insert Date).

City Clerk

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): City of Orange Cove
633 6th Street Orange Cove, CA. 93646

County Clerk

County of: Fresno

(Address)

Project Title: City of Orange Energy Efficiency Project

Project Applicant: _____

Project Location - Specific:

633 6th Street (City Hall) + Water Treatment, Public Works, Julia Lopez, WWTP, Police

Project Location - City: Orange Cove

Project Location - County: Fresno

Description of Nature, Purpose and Beneficiaries of Project:

The project involves installing ground mounted solar arrays, and retrofitting existing interior and exterior lighting fixtures. The purpose is to reduce overall energy expenditures.

Name of Public Agency Approving Project: City of Orange Cove

Name of Person or Agency Carrying Out Project: SiteLogIQ

Exempt Status: (check one):

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15301, 15304, 15311 and 15329

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The proposed retrofits are, (a) part of an existing facility, (b) minor alterations to the land, and (c) co-generation projects at existing facilities with a capacity less than fifty (50) megawatts.

Lead Agency

Contact Person: Rudy Hernandez

Area Code/Telephone/Extension: 559-626-4488

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency - Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

NOTICE OF PUBLIC HEARING

**RESOLUTION ADOPTING CERTAIN FINDINGS AND APPROVING ENERGY SERVICE CONTRACT FOR
ENERGY RELATED IMPROVEMENTS TO CITY FACILITIES WITH SITELOGIQ**

NOTICE IS HEREBY GIVEN that the City of Orange Cove will conduct a public hearing at 6:30 p.m., or as soon thereafter as it can be heard at a City Council meeting, on Wednesday, January 12th, 2022, in the City of Orange Cove City Council Chambers, at 633 6th Street Orange Cove, CA. 93646 for the purposes of presenting certain findings and approving an Energy Services Contract with SiteLogIQ, for the implementation of certain energy related improvements to City of Orange Cove facilities in accordance with California Government code Section 4217.10 to 4217.18. The City Council's findings shall provide and Energy Services Contract shall require that the cost to the City to implement the energy related improvements will be less than the anticipated marginal cost to the City of thermal electrical, or other energy that would have been consumed by the City of Orange Cove in absent of purchasing the energy improvements.

All interested persons are invited to appear at the time and place specified above to give testimony regarding the proposed action listed above. If you are unable to attend the public hearing, you may dial in by calling (720-740-9780 ACCESS CODE 1060550#) or direct written comments to the City of Orange Cove, (633 6th Street Orange Cove, CA. 93646)

If you plan to attend the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please call (559-626-4488) to arrange for those accommodations to be made. Notification 24 hours prior to the meeting will enable the City to make reasonable accommodations to assure accessibility at the meeting. Anyone may testify at this hearing. For information contact City Hall at (559-626-4488).

ATTACHMENT 1

**ECAA LOAN APPLICATION
FOR CALIFORNIA ENERGY COMMISSION FINANCING PROGRAM
INTEREST RATE 1%**

1. APPLICANT INFORMATION

Applicant/Legal Name: City of Orange Cove		
Type of Entity: (please check one box)		
<input checked="" type="checkbox"/> City	<input type="checkbox"/> Special District	
<input type="checkbox"/> County	<input type="checkbox"/> Public Hospital / Public Care Institution	
<input type="checkbox"/> Public College or University	<input type="checkbox"/> Other, please specify: _____	
Mailing Address: 633 6 th Street	City: Orange Cove	Zip: 93646
Street Address: 633 6 th Street	City: Orange Cove	Zip: 93646
County: Fresno County		
Contact Person: Rudy Hernandez	Title: City Manager	
E- mail: Rudy@cityororange Cove.com	Phone: 559-626-4488	
Tax ID #: (Please Insert)	Congressional District: 22 nd	
Name of Utility Providers:		
Electric: PG&E	Gas: N/A	Other:
How did you hear about the Energy Commission's Loan Program? Check one: Energy Commission Website, Energy Commission Staff Presentation, Literature at Trade Show or Workshop, Utility Company, recommendation by another State agency, or Other (Specify):		
Other: Consulting Contractor (SitelogIQ)		

2. PROJECT INFORMATION

A. Has applicant applied for, or expect to apply for any utility rebates/incentives?

- ☐ Yes. Please complete Section B.
☒ No.

B. Source of Rebates/Incentives: _____
(Approximate) Amount: _____

C. Are there other sources of funds?

- ☐ Yes. Project will not be fully funded by this loan.
☒ No.

If yes, list source of funds, type of funding and amount: _____

NOTE: Projects funded by other loans will not be considered for an ECAA-Ed loan.

D. Brief Project Description:

This project consists of a combination of Interior/exterior lighting retrofits across (7) sites and 400 kW-AC solar array at the Wastewater Treatment plant.

3. PROJECT SCHEDULE

Estimated start date: 5/16/2022

Estimated completion date: 7/17/2023

4. PROJECT BUDGET

Total project costs: (Include all labor engineering, construction, materials, equipment, inspection demolition (if applicable) and removal (if applicable, less equipment salvage value, (if applicable): \$ 2,228,616
Loan amount requested from the Energy Commission: \$ 2,228,616

5. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

- A. Is there documentation provided as an attachment to this application, demonstrating the lead agency's compliance with CEQA? (See Attachment 4, CEQA Information for required documents.)
- ☒ Yes, go to B.
- ☐ No: Begin preparation of CEQA documentation. See requirements in the Program Opportunity Notice (see Attachment 4) before submitting application. Send environmental documents to the Energy Commission, Environmental Office during the CEQA public review period. Be sure to identify yourself as a loan applicant and the Energy Commission as a responsible agency.
- B. Is CEQA compliance by the lead agency complete?
- ☒ Yes, go to C. ☐ No
- Send environmental documents to the Energy Commission, Environmental Office during the CEQA public review period. Be sure to identify yourself as a loan applicant and the Energy Commission as a responsible agency. If the public review period has closed, but the lead agency has not acted on the project, attach all relevant environmental documents to this application and provide anticipated date of lead agency action on the project:
- Date: _____
- C. What finding did the lead agency make? Measures funded by the loan are:
- ☐ Not a project. Describe why all measures to be funded by the loan are not CEQA projects, and provide analysis supporting the conclusion that the measures are not a project:

☒ A project under CEQA, and is exempt: List applicable exemption:

___ Statutory (list code section): _____

☒ Categorical (list section from CEQA Guidelines): 15301, 15303, 15311, 15329

Was a Notice of Exemption filed? ☐ No ☒ Yes

If yes, Date Filed: _____

☐ A project under CEQA, and is not exempt. Applicant prepared the following environmental document:

___ Initial study + Negative Declaration

___ Initial study + Mitigated Negative Declaration

___ Environmental Impact Report

___ Other (describe)

Notice of Determination filed? ☐ No ☐ Yes Date Filed: _____

Was a Statement of Overriding Considerations adopted? ☐ No ☐ Yes

If yes, date: _____

6. APPLICATION DOCUMENTS

Please include all of the following:

- ☒ Completed Loan Application (Attachment 1)
- ☒ Summary of Energy Measures (Attachment 2)
- ☒ Feasibility Study/Audit (may be submitted in a CD or flash drive)
- ☒ Utility Billing Data - Copies of 12-24 months of past energy data and rate schedules for electric, natural gas utilities, or other energy sources (unless utility billing data is included in the feasibility study). billing records from electric and gas utilities (unless included in the feasibility study).
- ☒ Signed Resolution or Documentation on of Applicant's Authority to enter into the loan agreement (see Attachment 3 for a sample Resolution)
- ☒ CEQA Compliance Documentation (see Attachment 4 for more information)

7. CERTIFICATION

To the best of my knowledge and belief, I certify:

- The information in this application is correct and complete.
- By signing this application, applicant is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", Part 1, of Division 2 of the Public Contract Code.
- By signing this application, applicant does not intend to close or otherwise dispose of the building within the simple payback.
- I have read, understand, and do hereby accept the loan agreement terms, and, further, I am willing to enter into an agreement with the Energy Commission according to the terms offered and will timely sign loan documents if the application is funded.

Name of Authorized Representative: Rudy Hernandez		
Title: City Manager		
Signature of Authorized Representative:		
Date:	Phone:	Email:

For Assistance:
Email: PubProg@energy.ca.gov
(855) 279-6280
(916) 654-4104

4217 FACILITY SOLUTIONS MASTER AGREEMENT

by and between

City of Orange Cove

and

SitelogIQ, Inc.

1651 Response Rd., Suite 300

Sacramento, California, 95815

CA Contractor License #: 1054171

January 12, 2022

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EXHIBITS

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Exhibit C	Work Orders
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Exhibit E	Insurance
Exhibit F	Certificate of Substantial / Final Completion and Acceptance
Exhibit G	Notice to Proceed

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT ("Agreement"), dated as of January 12, 2022, ("Effective Date"), is by and between City of Orange Cove, a City organized and existing under the laws of the State of California ("City") and SitelogIQ, Inc., a Delaware corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies ("System");

WHEREAS, California Government Code § 4217.10 et seq. authorizes Cities, Counties, and Special Districts to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon City's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to City;

WHEREAS, City has assigned specific areas on City properties (each one, a "Site") on which the solar and energy conservation measures (each one, a "System") will be constructed;

WHEREAS, City desires to engage Contractor to design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is a full-service energy services company with the technical and financial capabilities to provide services to the City, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in **Exhibit B**, which must be completed by Contractor prior to commencement of the work on the Systems:

- i. Drug-Free Workplace / Tobacco-Free Environment Certification (**Exhibit B-1**)
- ii. Non-collusion Declaration (**Exhibit B-2**)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to City turnkey energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Operations and maintenance are not a part of this Agreement. City shall enter into a separate contract for operations and maintenance.
- (c) Project will be executed by individual Work Orders for each Project that will be independently executed and attached in **Exhibit C ("Work")**.
- (d) Work shall be performed in accordance with this Agreement, Energy Conservation Findings, and Exhibits attached hereto.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in **Exhibit C**. The total value of the Contract is the summation of the Work Order Prices, as updated from time to time ("Contract Price"):
 - (i) Payment of the Contract Price shall be made in compliance with the process described in **Exhibit C**.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work, subject to the limitation of liability contained in Section 7.5.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6

forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

- (b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within ten (10) Business Days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (c) Payment Withholding. Pursuant to 8 CCR 16463(e), the City may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
- (d) Site Access.
 - (i) Contractor shall provide site access to Department of Industrial Relations personnel upon request.
 - (ii) Construction staging areas, storage areas, access, parking, Site use, etc. must be acceptable to City at all times. Site access and use will be limited. At no times shall public roads or sidewalks be blocked.
 - (iii) Driveways and Entrances: Contractor shall keep driveways, entrances, and fire access roads clear and available to City, City's employees, and emergency vehicles. Contractor shall not use these areas for parking or storage of materials.
 - (iv) Contractor shall schedule deliveries to minimize use of driveways and entrances.

- (v) Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - (vi) Parking: Designated Contractor parking areas will be assigned. All vehicles should be locked as the City cannot guarantee observation of Contractor or public vehicles.
 - (vii) Contractor shall confine operations on the Site to areas indicated in the Contract Documents and as directed by City. Portions of the Site beyond areas on which Work is indicated are not to be disturbed. Contractor shall conform to Site rules and regulations affecting the Work while engaged in project construction.
- (e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the City for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.
- 3.5. Site Conditions.
- (a) Prior to the start of construction, Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, (d) all as-built drawings, Site layout, easement and other documentation provided by City to Contractor, (e) extent of the Work,

locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, and (f) has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

- (b) Contractor will document and provide to City all findings in regards to the aforementioned inspection. If any conditions exist, arise, or are discovered at the Sites that differ materially from those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in this Section, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, ground water, rock, caving, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for a Change Order to City. City and Contractor may mutually agree to modify the Work to offset the Change Order request to comply with City budget limits.

3.6. Labor.

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise City promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty, (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof, and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

3.7. Insurance.

- (a) Contractor and City, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) City and any lenders to the City shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add City or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) Calendar days (or ten (10) Calendar days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work.

- (a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. City will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and City.

Contractor agrees to bind every Subcontractor by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

- (b) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold City, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.

- (b) City hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
- (i) any release of a Hazardous Material brought on to the Site by City, City Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by City or City Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by City or City Representative.

3.10. Suspension of the Work.

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) Business days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If City issues full payment of the undisputed invoice within fifteen (15) Business days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work

under this Section continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) City may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3 continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and City shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement. Notwithstanding the occurrence or continuation of any Force Majeure Event, the provisions of this Section shall apply.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to City, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.11. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that City shall pay and

have exclusive liability with respect to any taxes payable with respect to City's income. Contractor shall hold harmless, indemnify and defend City, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and City shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from City.

3.13. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws.

3.14. Energy Credits.

- (a) City acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
 - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental

Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.

- (b) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. City shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.
- (c) City recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. City agrees and recognize that Contractor will be the designer of this project for purposes of the §179D deduction. City shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction" provided credits cannot be used by or benefit City. Performance & Payment Bonds.

3.15. Performance and Payment Bonds.

Contractor shall submit a Performance Bond and Payment Bond in accordance with Exhibit C.

3.16. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) City shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, City shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and

all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or City for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of City or its agents, employees or representatives.

- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for ownership by City in the operation of that portion of the System subject to the particular Work Order shall pass to the City upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

- (a) The Work Order Price is firm fixed price for the scope proposed and includes all expenses expected to be incurred by Contractor including, but not limited to, equipment and materials, erection, construction, commissioning, inclusive of cost of travel and lodging expenses, applicable permits (other than the City Permits), services, supplies, labor, appurtenances, fees, charges, and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the City shall be resolved through a Change Order to this Agreement.
- (c) If applicable and approved by City, any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) City and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with City budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and City.

4.2. Payment.

- (a) City shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) City shall pay one hundred percent (100%) of each progress payment.
- (c) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to City:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the Immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Work Order Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.
- (d) Overdue payment obligations of City hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%). City shall allow Contractor to submit the CEC reimbursement documents to the CEC within ten (10) Business days after City's receipt of Contractor's invoice. If the CEC delays payment to City for longer than thirty (30) Business days, or modifies the requirements for reimbursement, Parties shall negotiate in good faith to develop a solution that is acceptable to all Parties.
- (e) City may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect City from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its

Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against City for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

- (f) City agrees, and Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment necessary to complete the work required by this Agreement) increases greater than two percent (2%) after the date of this Agreement. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.
- (g) For any non-Contractor caused delay or suspension lasting longer than 90 Calendar days, Contractor shall be entitled to a reasonable increase in the Contract Price for an increase in cost for materials, equipment, labor, taxes, tariffs, or other items necessary to complete the work. Should an increase arise; a fair and equitable solution will be negotiated in good faith between the City and Contractor for any additional costs required.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of City Notice to Proceed.
- (b) City shall provide access to the sites to complete the Work.
- (c) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

- (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the City;
 - (iii) Breach of this Agreement by City;
 - (iv) Suspension of the Work for more than 90 Calendar Days; or
 - (v) Force Majeure Event.
- (d) The following are conditions precedent to Substantial Completion:
- (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
 - (iii) City and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and
 - (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (e) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to City containing sufficient detail to enable City to determine that Contractor has complied fully with the requirements of Section 5.1(d). Within ten (10) Business days after receipt of such notice, City shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event City determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(d), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to City another

notice as set forth above. This procedure shall be repeated until such time as City has acknowledged Substantial Completion subject to Section 5.1(f).

- (f) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle City to complete the pending works on its own. City shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (g) Any dispute between City and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1 shall be resolved in accordance with Section 8.5.

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(d)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to City;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final Lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed and recorded by City's Representative and the Contractor's Representative; and
 - (vi) local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to City a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. City shall, within ten (10) Business Days after the receipt by City of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall

thereupon issue to City another notice as set forth above. This procedure shall be repeated until such time as City has acknowledged Final Completion .

- (c) Any dispute between City and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.5.

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by City, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to City or City's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. City shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to City that:

- (a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills

necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.
- (g) Contractor Not Employee of City: It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of City or acting as an employee or representative of City, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- (h) Non-Discrimination: Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also

comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

- (i) Severability: The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- (k) Retention of Records. Pursuant to Government Code Section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of City or as part of any audit of City for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

6.2. Representations and Warranties of City.

City represents and warrants to Contractor that:

- (a) City is a California City, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by City of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to City's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of City or in any impairment of its ability to perform its obligations under this Agreement.
- (d) City will exercise commercially reasonable efforts to procure funding for the Project within three-hundred and sixty-five (365) Calendar days of the Effective Date.

- (e) City has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.
- (f) The individual executing this Agreement on behalf of City is duly authorized to execute and deliver this Agreement on behalf of City and this Agreement is binding upon City in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by City for Cause.

- (a) Contractor agrees that City shall be entitled to terminate this Agreement for cause upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) Calendar days or fails to commence the Work within one-hundred and eighty (180) Calendar days after receiving the Notice to Proceed, and after expiration of said period fails to commence or continue performance of the Work within ten (10) Business days of Contractor's written notice from City to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) Calendar days following Contractor's receipt of written notice thereof from City, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, City may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. City shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise. City shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to

Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by City for Convenience.

- (a) Contractor agrees that City shall be entitled to terminate this Agreement for Convenience upon the occurrence of any of the following circumstances:
 - (i) Upon exercising commercially reasonable efforts, City shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within three-hundred and sixty-five (365) Calendar days of the Effective Date.
 - (ii) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, City has the right to terminate this Agreement.
 - (iii) For unanticipated site conditions that are beyond the contemplation of the parties that create any additional costs to City.
- (b) Upon the occurrence of any of the foregoing, City may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. City shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.3. Termination by Contractor.

- (a) Contractor may terminate this Agreement, for any of the following causes:

- (i) If City makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (ii) If City fails to make any payment to Contractor hereunder when due and defined in Section 4, which failure remains uncured for thirty (30) Calendar days following City's receipt of written notice thereof from Contractor, the City shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against City with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in this Agreement.
- (iii) City shall reimburse Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.4. Indemnity.

- (a) Contractor shall indemnify, defend (upon the request of City) and hold harmless City and City's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of City Counsel and counsel retained by City, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful

misconduct of City. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of City, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by City to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (b) City shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of City or its agents or employees or others under City's control or (b) a breach by City of its obligations hereunder.
- (c) City shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the City.
- (d) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any

deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable.

- (e) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.5. Limitations of Liability.

- (f) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR CITY OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(g) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall either Party's total liability arising out of or related to this Agreement exceed the greater of (a) one-hundred percent (100%) of the Contract Price, or (b) the minimum insurance limits as defined in Exhibit E.

8.

MISCELLANEOUS

8.1. Representatives.

- (a) City Representative. City designates, and Contractor agrees to accept Rudy Hernandez, Interim City Manager as City Representative for all matters relating to Contractor's performance of the Work. The actions taken by City Representative regarding such performance shall be deemed the acts of City and shall be fully binding for City. City may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated City Representative.
- (b) Contractor Representative. Contractor designates, and City agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written approval of City, such approval shall not be unreasonably approved pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or City, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and City contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(b), Contract Documents developed by Contractor under this Agreement shall become the property of City when prepared and shall be delivered to City upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.

- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to City an revocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify City in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event.

8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and City shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) Calendar days following one Party's written request to the other Party for such a meeting.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms

to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and City. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by City and Contractor. If City and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by City, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section shall survive any termination of this Agreement.
- (a) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) Business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

City:

Name: City of Orange Cove
Attention: Rudy Hernandez, Interim City Manager
Address: 633 Sixth Street, Orange Cove, CA. 93646

Phone: (559) 626-4488

Email: rudu@cityoforange Cove.com

With a copy to: City Counsel

Name: Tuttle & McCloskey
Attention: Daniel T. McCloskey
Address: 750 East Bullard, Suite 101 Fresno, CA. 93710
Phone: (559) 437- 1770
Email danm@t-m-law.com

Contractor:

Name: SitelogIQ, Inc.
Attention: Kecia Davison, President, West Energy
Address: 1651 Response Rd. Suite 300
Sacramento, CA 95815
Phone: (888) 819-0041

E-mail: kecia.davison@sitelogiq.com

8.7. Public Records Act Disclosure.

Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall provide Contractor five (5) Business days written notice if City intends to disclose any information which Contractor has identified as trade secret, and provide Contractor ten (10) Business days to take steps to oppose such disclosure.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or City, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with City with respect to, and provide advance copies to City for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case,

who agree to keep such information confidential. If City delivers written notice to Contractor rejecting any such proposed announcement or publication within ten (10) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the City and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, City shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the City,

Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of City, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

City of Orange Cove,
a City organized and existing under the laws
of the State of California

By: _____
Name: Rudy Hernandez
Title: Interim City Manager

SitelogIQ, Inc.,
a Delaware corporation

By: _____
Name: Kecia Davison
Title: President, West Energy
Contractor's License #: 1054171

EXHIBIT A DEFINITIONS

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries' controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

"Applicable Permits" means those permits identified as the responsibility of Contractor as determined in Exhibit C.

"Authority Having Jurisdiction (AHJ)" means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

"Business Day" means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

"Certificate of Substantial Completion" shall mean a document in similar form to Exhibit F.

"Certificate of Final Completion" shall mean a document in similar form to Exhibit F.

"Change" shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An "Unanticipated Condition" as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of "Change".

"Change Order" shall mean a written document signed by City and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

"Commencement of Work" shall mean the commencement of Work for each Work Order.

"Construction Schedule" shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

"Construction Documents" shall mean construction documents prepared by Contractor and approved by City.

"Contract Documents" shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by City.

"Contractor" shall have the meaning set forth in the preamble.

"Contractor Representative" shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

"Day" means calendar day unless it is specified that it means a "Business Day".

"Dispute" shall have the meaning set forth in Section 8.5(a).

"City" shall have the meaning set forth in the Preamble to this Agreement.

"City Permits" means those permits identified as the responsibility of City in Exhibit C.

"City's Representative" shall mean the individual designated by City in accordance with Section 8.1(a).

"Dollar" and "\$" shall mean the lawful currency of the United States of America.

"Effective Date" shall mean the date first set forth in the preamble.

"Environmental Attributes" means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or

named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the foregoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, City or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the City;
- (c) the suspension of Work in whole or in part by City;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;

- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor's control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by City or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the City upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- a. war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- b. acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, drought, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- c. strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- d. changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and
- e. acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.
- f. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.
- g. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current

"Governmental Authority" shall mean any national, autonomic, regional, province, town, City, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 7.4.

"Indemnifying Party" shall have the meaning set forth in Section 7.4.

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Notice to Proceed Date" shall mean the date that City has granted Contractor the Notice to Proceed for the Work.

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Representatives" shall mean the Contractor Representative and the City Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"City" shall have the meaning set forth in preamble.

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the City upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

"Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

"Substantial Completion Date" shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

"Suppliers" shall mean those Equipment suppliers with which Contractor contracts to build the System.

"System" shall have the meaning ascribed in the Recitals to this Agreement.

"Technical Dispute" shall have the meaning set forth in Section 8.5(b).

"Third Party" shall have the meaning of any persons or entity not affiliated with Contractor or City.

"Unanticipated Condition" shall have the meaning set forth in Section 3.5.

"Work" shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

"Work Order" shall mean the assigned Work for each Site as described in Exhibit C.

"Work Order Price" shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B

CERTIFICATIONS

- Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification
- Exhibit B-2 Non-Collusion Declaration

**DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-1)**

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The City of Orange Cove is not a "state agency" as defined in the applicable section(s) of the Government Code, but the City is a local agency and City under California law and requires all contractors on City projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the City determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and City Board Policies, all City sites, including the

Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in City property. City Property includes buildings, grounds, owned vehicles and vehicles owned by others while on City property. I acknowledge that I am aware of the City policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date:

Proper Name of Contractor: SitelogIQ

Signature:

Print Name:

Kecia Davison

**NONCOLLUSION DECLARATION
(EXHIBIT B-2)**

(Public Contract Code § 7106)

The undersigned declares:

I am the President of SitelogIQ West, the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builders or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date:

Proper Name of Contractor: SitelogIQ

Signature: _____

Print Name: Kecia Davison

WORK ORDERS

EXHIBIT C

Energy Conservation Work Including Photovoltaic Renewable Energy System Installation and Lighting Retrofit

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	Solar Plant Scope of Work
<u>Section 4</u>	Proposed Project Installation Timeline & Coordination
<u>Section 5</u>	Work Milestones
<u>Section 6</u>	Fixed Price Amount
<u>Section 7</u>	Progress Payment Schedule
<u>Section 8</u>	Performance and Payment Bonds
<u>Section 9</u>	Terms and Conditions

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from May 2020 through April 2021. The Baseline data takes into consideration the quantity of facilities and size; 2020/2021 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the City.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff and faculty); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on City inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The City is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The City shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, City agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The City may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized as result of the total input watts of the lighting fixtures being reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

Annual Saving, \$ = (Existing Watts – New Watts) /1000 x Hours/Year x Utility Rate x N
Where,

Existing Watts – Wattage rating for the existing (Baseline) light fixture

New Watts – New wattage rating for the existing light fixture

Hours/Year – Annual number of “burn-hours” (run hours for different areas)

Utility Rate – Actual weighted composite utility rate, \$/kWh

N – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (8) sites have a mixture of lighting technologies. In general, past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient T12 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. T12 fluorescent lamps included in the Lighting Scope of Work below will be replaced with High Efficiency low wattage 4th generation electronic ballasts coupled with L.E.D. lamps. In addition to the linear fluorescent fixture retrofits, incandescent and CFL lamps identified in the scope of work below will be replaced with L.E.D. lamps or fixtures unless specifically excluded.

Exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

In areas (if any) with bi-level lighting in linear lamp applications, our standard retrofit practice includes "checker-boarding" luminaires.

Expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the City, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the

usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. The proposed Lighting Retrofits predominantly use Type A LED lamps combined with high efficiency ballast. This retrofit will not modify or alter the existing T-Bar ceiling and existing fixtures. Therefore, this scope is considered general maintenance and not a modification and/or replacement of the fixture.

As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from many Title 24 provisions for the new installations. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the City requesting changes based on interpretations, the Contractor will provide a written change order to the City for review and approval.

The following rooms at the listed sites below were locked at the time of the lighting audit. As a result, Contractor has assumed fixture type and quantity based on surrounding areas. If those assumptions are incorrect, Contractor will notify City of any additional costs or credits.

- **Senior Center:** (3) Offices.
- **Community Center:** Room at west end of hallway.
- **BMX Track Building:** First floor room.

All the new fixtures listed below are covered with 1-year parts & labor warranty by Contractor and additional 4-year manufacturer's materials warranty.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Water Treatment Plant

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
2'x4' Troffer T12 4 Lamps	12	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	12
Vanity W/13w CFL	2	TCP-A19 L11A19GUD2541KCQ	2
4' Wrap T12 2 Lamp	6	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	6
8' Wrap T12 4 Lamp	3	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	3
1'x1' Recessed Canopy w/ 100w INC.	15	L100A21N25UNV40K	15
Totals			38

Public Works

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY

8' Strip T8 2 Lamps	6	TCPGPS8UZDA840K	6
8' Strip T8 2 Lamps	1	(2) L96T8/840/24G-EB (1) VE259MVHIP	1
4' Wrap T8 2 Lamp	5	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	5
4' Strip T8 2 Lamp	2	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	2
250w MH Wallpack	4	9452 FXTWP80/50K/BZ-PHO / P10234 SEN- MC605V-D	4
250w Shoebox	1	9568 FXFDL150SW/66/50K/BZ-YK K141030 REC3PLK/PHO	1
Totals			19

Julia Lopez Child Development

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
100w Incandescent A-Lamp	5	L100A21N25UNV40K	5
250w MH Shoebox	4	(1) 7629 LED-FXSAL100/50K/DB/3S / (1) P10101 MT-SAL/SF/DB / (1) K134178 PLT/SDB/9SWC (1) P10164 SEN-SRP280	4
4' Vaportite T8 2 Lamp	6	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	6
4' Wrap T8 2 Lamp	52	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	52
4' Wrap T8 4 Lamp	9	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	9
4'Wrap T8 3 Lamp	1	(3) L48T8/840/14G-EB / (1) VEL100BN-4C	1
Mini 70w HPS Wallpack	4	9413 FXSECW30/850/DB/MV	4
Round Circline w/4 Pin PL (2 Lamps)	1	(1) 9360 LED16FMR-200L9CCT5	1
Totals			82

Police/Fire Department

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
Barnyard 250w MH	1	(1) 7631 LED-FXSAL100/50K/WH/3S / P10199 MT-SAL/WM/WH (1) K135178 PLT/SWH/9SWC (1) P10164 SEN-SRP280	1
250w MH Shoebox	3	(1)7629 LED-FXSAL100/50K/DB/3S (1) P10105 MT-SAL/EA6/DB (1) K134178 PLT/SDB/9SWC	3
250w MH Wallpack	1	(1) 9452 FXTWP80/50K/BZ-PHO / (1) P10234 SEN-MC605V-D	1
Totals			5

Wastewater Treatment Plant

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
2'x4' Troffer T8 3 Lamps	21	(3) L48T8/840/14G-EB / (1) VEL100BN-4C	21
4' Wrap T8 2 Lamp	18	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	18
Wall Sconce w/ 60w INC.	1	FXSECW15/840/DB/MV	1
Totals			40

Senior Center

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
2'x2' Troffer w/ U-Bends 2 Lamp	9	(2) LB48T8U6/840/13P-AB (1) VEL50BN-2C	9
2'x4' Troffer T8 2 Lamps	4	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	4
2'x4' Troffer T8 4 Lamps	16	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	16
4' Wrap T8 2 Lamp	3	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	3
4' Wrap T8 4 Lamp	3	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	3
6" Recessed Cans	20	(20) 9466 LED6CRL15SW-127L9CCT3/MV	20
6" Recessed Cans PL	22	(20) 9466 LED6CRL15SW-127L9CCT3/MV	22
Wall Sconce 40w Inc	2	L40A19D2530KCQ	2
Totals			79

Community Center

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
150w HPS Wallpacks	11	(11) 9448 FXTWP38/50K/BZ-PHO / P10234 SEN-MC605V-D	11
1'x4' Troffer T8 2 Lamps	22	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	22
250w HPS Shoeboxes	2	(1) 7629 LED-FX5AL100/50K/DB/35 / (1) P10101 MT-SAL/SF/DB / (1) K134178 PLT/SDB/9SWC / (1) P10164 SEN-SRP280	2
2'x2' Recessed Hybay	6	LHID17540	6
2'x4' Troffer T8 2 Lamps	56	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	56
2'x4' Troffer T8 3 Lamps	8	(3) L48T8/840/14G-EB / (1) VEL100BN-4C	8
2'x4' Troffer T8 4 Lamps	51	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	51
4' Strip T8 2 Lamp	12	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	12
4' Wrap T8 2 Lamp	16	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	16

400w M.H. Shoebox	30	(30) 7770 LED-FXSAL150/50K/DB/3S (26) P10105 MT-SAL/EA6/DB (4) P10101 MT-SAL/SF/DB (30) K136178 PLT/LDB/9SWC	30
6" Recessed Cans PL	6	(6) 9466 LED6CRL155W-127L9CCT3/MV	6
8' Vaportite W/ 2 T12 H.O Lamps	4	(2) L96T8HO/850/42G-ID DE	4
Jelly Jar w/ 100w Inc.	1	(1) L100A21D2541KCQ	1
Mini Wallpack - 100w HPS	10	9413 FXSECW30/850/DB/MV	10
Mini Wallpack- 42w PL's	5	9413 FXSECW30/850/DB/MV	5
Recessed Canopy w/ 2x42 PL	17	(26) CLQ18WH/840-EB w/ New Ballast	17
Totals			257

City Hall

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
1 Lamp T5 Strips	5	FLOW-4540K/ IC-FLOW-59	5
100w MH Canopy	10	(1) 9415 FX10SCM28/850/BK / (1) P10036 SEN- PHO-BT-MT/MV W/ PLT-SCM/14x14/WH	10
1'x1' Recessed Canopy w/ 100w INC.	7	(1) 9415 FX10SCM28/850/BK / (1) P10036 SEN- PHO-BT-MT/MV W/ PLT-SCM/14x14/WH	7
250w M.H. Shoebox	2	7629 LED-FXSAL100/50K/DB/3S / P10101 MT-SAL/SF/DB / K134178 PLT/SDB/9SWC / (1) P10164 SEN-SRP280	2
2'x2' Troffer T8 3 Lamp	1	(3) L48T8/840/14G-EB / (1) VEL100BN-4C	1
2'x4' Troffer T8 4 Lamps	9	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	9
4' Wrap T8 2 Lamps	4	(2) L48T8/840/14G-EB / (1) VEL50BN-2C	4
4' Wrap T8 3 Lamps	9	(3) L48T8/840/14G-EB / (1) VEL100BN-4C	9
4' Wrap T8 4 Lamps	9	(4) L48T8/840/14G-EB / (1) VEL100BN-4C	9
400w M.H. Shoebox	1	(1) 7770 LED-FXSAL150/50K/DB/3S / (1) P10101 MT-SAL/SF/DB / (1) K136178 PLT/LDB/9SWC	1
Mini Wallpacks- 70w MH	3	9413 FXSECW30/850/DB/MV	3
Par38 INC. Floods	16	7031 LED-FXBFD20/850/BK-SEN	16
Totals			76

2.1 Lighting System Terms and Definitions

- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology
- EB Electronic Ballast
- T-8 High Efficient 8/8" diameter lamp

- T-12 Inefficient 12/8" (1.5") diameter lamp
- CFL Compact Fluorescent Lamp
- MH Metal Halide
- HPS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The above Scope of Work excludes the following:

- Repair of any preexisting electrical distribution problems. Upgrade of pre-existing power quality issues including but not limited to LED flickering due to grounding issues, etc. Repair or replacement of any existing lighting controls & scheduling (to remain as-is) including older controls incompatibility; new lighting controls; incompatible technology; dimmable ballasts.
- Asbestos, ballasts leaking PCB, lead removal.
- Any and all existing stadium lighting at the Community Center; any and all existing LED fixtures.
- Title 24 design & documentation (exempted); permits, reviews, and approvals (exempted).
- New acoustical ceiling tiles for the existing T-bar grid unless broken by Contractor; Seismic Strapping.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- All work is to be completed during normal working hours Monday to Friday (excluding holidays) work week, 40 hours per week between 6:00 AM and 5:00 PM. Any request by City to change working times may result in a change order for added overtime rates.
- Any items not specified in this scope of work.

3.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

3.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 3.13. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. Orange Cove Waste Water Treatment Plant solar installation will include one (1) electricity grid-connected ground mounted photovoltaic system with a total rated approximate capacity of 487.2 kW-DC-STC.

In general, the PV Systems will consist of the following:

- a. PV modules
- b. PV module support structure
- c. Inverter(s)
- d. System electrical protection
- e. Electrical disconnects
- f. Switchgear
- g. Control and monitoring systems
- h. Computer Monitoring for system information installed in main office (City to provide internet access)
- i. Outdoor rated equipment enclosures
- j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
- k. Equipment foundations
- l. Lighting
- m. Signage
- n. Fencing

3.2 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by Contractor:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Mechanical Systems design, as required.
- D. Electrical Systems design, including:
 - PV modules

- Inverter
- DC combiners, disconnects, fuses, and wiring
- AC breakers and disconnects
- Revenue metering
- Enclosures, conduit, and wiring
- Communications and control systems as described herein
- Other electrical systems included in the scope of work

3.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the City ("City Permits"). City shall obtain, and shall file on a timely basis, any documents required to obtain all such City Permits. City shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

City Permits include:

- CEQA (Categorical Exemption certified by the City is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

3.4 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System under this Scope of Work.

3.5 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

- A. Civil construction, including surveying, clearing, grubbing, tree removal, excavation, trenching, backfill, and fencing,
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
- C. Mechanical construction (if required)
- D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
- E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities

- F. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security
- G. Coordination with City's staff for site access, laydown, and storage with minimal interference with building operations
- H. Operator training services
- I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
- J. Construction inspections, material verification, and testing as required
- K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
- L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- M. Miscellaneous consumable materials required to erect the System
- N. Coordination with City's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

3.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the City for review and approval. City shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that City has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by City after ten (10) Business Days that result in re-work shall constitute a Change Order. City shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various City personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate City comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to City for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until City approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the City.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams

- Communication, Monitoring and Control schematics
- Electrical Circuit and Conduit schedule
- Electrical Equipment installation plans
- Lighting plan, if required
- Placard schedule
- Equipment data sheets
- C. Structural Calculations package including:
 - Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations and software model based on Site Plan
- E. Approved Applicable Permits
- F. Geotechnical report including Project applicable soil properties (if required)
- G. Project Schedule
- H. Environment, Health and Safety Plan
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan)
- K. As-Builts (Record Drawings)
- L. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package
- M. Interconnection Agreement with Local Utility
- N. Documentation for Rate Change with Local Utility

3.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and City provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to City within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- (b) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- (c) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- (d) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;

- (e) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and City;
- (f) Force Majeure Events;
- (g) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- (h) Any defect or deficiency to the extent the same results from a specific written direction from the City if, prior to implementing such written direction, Contractor advised City that City's written direction would so affect the warranty provided by Contractor hereunder.

3.8 Manufacturer Warranties

Contractor shall procure and assign to City warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to City the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and City shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor shall require that Manufacturers provide the following warranties:

- a. Inverters shall have a ten (10) year standard Manufacturer Warranty.
- b. PV modules shall have the following standard Manufacturer Warranties:
 - i. Five (5) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
 - iii. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

3.9 Project Closeout

- a. Contractor shall deliver to City an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial

Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.

- b. At City's request, Contractor shall provide City's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. City's personnel shall have the qualifications necessary to perform their activities and will be hired by City or its Affiliate. Contractor shall provide City reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to City as to the availability or amount of any such subsidies, rebates or incentives.

3.10 City Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by City:

- a. The City shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in City's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in City's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in City's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- b. City shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- c. City shall make water source available at the Site for construction water;
- d. City shall obtain the City Permits;
- e. City shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
- f. City shall select its own personnel so that it is present at the date of Substantial Completion;

- g. City shall pay for and provide communication access for system monitoring;
- h. City shall pay for all taxes, fees, and costs required to obtain all Permits;
- i. City shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- j. City shall be responsible for operating the System from and after Substantial Completion.

3.11 General Clarifications & Qualifications to Scope of Work

- a. Scope of Work Price assumes one (1) review cycle by City of the equipment layout drawings, one (1) review cycle by City of final design documentation, and one (1) final set of as-built drawings delivered to City in electronic format and hard copy.
- b. Schedule and Scope of Work Price assumes City will review and provide comments on drawings within 10 business days.
- c. Scope of Work Price is based on code approved conduit and wiring methods.
- d. Scope of Work Price assumes that Contractor will not encounter any Rock during trenching and excavating.
- e. Scope of Work Price assumes that Contractor will not encounter any ground water during trenching and excavating.
- f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- g. Grounding as required by NEC.
- h. AC and DC wiring to be aluminum where possible.
- i. Scope of Work Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- j. Scope of Work Price is based on site parking being available to all Contractor and Subcontractor employees.
- k. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- l. Scope of Work Price and schedule assumes that City will receive all necessary easements within 45 business days after the Effective Date.
- m. Scope of Work assumes there are no existing encumbrances or easements on the site.

3.12 Solar Scope of Work Exclusions

The Solar Work excludes the following:

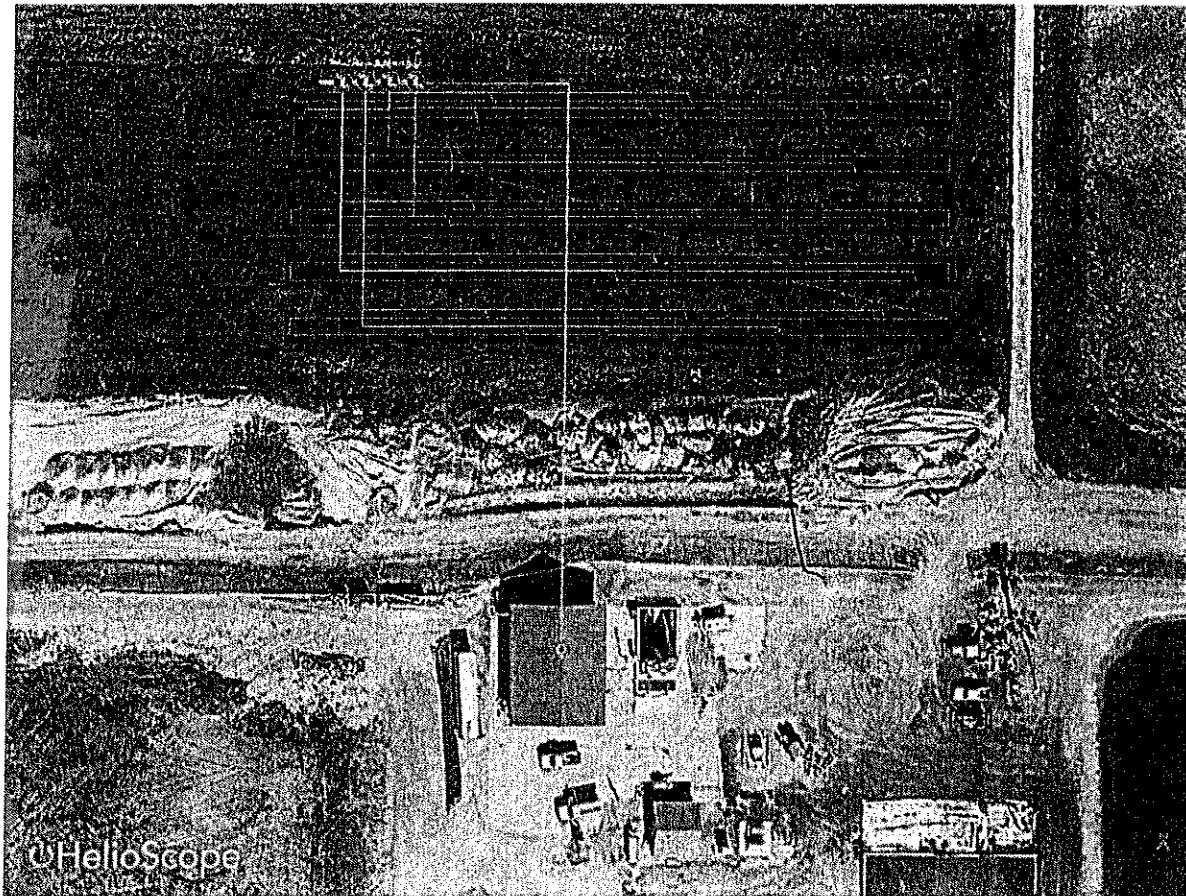
- a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.

- b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- c. Upgrade of the existing site electrical service capacity and transformer.
- d. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- e. Drill hole casing, water mitigation, or Rock drilling.
- f. Hazardous material abatement and/or removal of any kind.
- g. Plan Check Fees (to be paid directly by the City).
- h. Inspector of Record fees.
- i. Storm Water Pollution Prevention Plan (SWPPP).
- j. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs.
- k. California Solar Initiative (CSI) Incentive application fees.
- l. Tree Mitigation Costs.
- m. String level monitoring.
- n. Relocation and modification of underground utilities.
- o. Premium time (except for utility tie-in).
- p. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
- q. Asphalt (fog, coating, and striping)
- r. Operation and Maintenance services.
- s. Other Fees (plan check, utility permits, parking, etc.).
- t. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- u. Any items not specified in this scope.

Contractor will notify the City of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

3.13 Site Plans

WWTP PV Layout



4.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV and Lighting system retrofit at a given building or site.

The City shall provide safe access to the buildings and provide the necessary security for staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the City's responsibility to temporarily relocate the occupants to other locations or buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of City's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants, etc. Contractor will work with the City to develop a detailed

project schedule. Once the project schedule is confirmed, Contractor will provide the City with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed in 2022.

City and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

5.0 WORK MILESTONES

Estimated Work Milestone Schedule	
Milestone	Milestone Date
Notice to Proceed	TBD
Construction Mobilization	Notice to Proceed + 16 weeks
Substantial Completion	Notice to Proceed + 40 weeks
Final Completion	Notice to Proceed + 52 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in the Funding Date beyond the date shown above.

6.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is Two Million, Two Hundred and Twenty-Eight Thousand, Six Hundred and Sixteen US Dollars **(\$2,228,616.00)**

The following City Controlled Contingency is included in the Fixed Price Above:

- i. Fifty Thousand US Dollars (\$50,000) for City approved Changes or Unanticipated Conditions.
- ii. Owner Controlled Contingency is for the use of the Contractor, as approved by the City, to pay for a Change or Unanticipated Condition as defined in the Agreement. Contractor shall obtain written approval from City prior to using the City Controlled Contingency. If upon Final Completion of the Project, funds are remaining in the City

Controlled Contingency, such funds shall remain unspent and allocated back to the City.

Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material, or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Work Order) increases after the Execution Date of the Facility Solutions Master Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

7.0 PROGRESS PAYMENT SCHEDULE

The City shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed	10%
Equipment Deposit	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion (Retention)	5%

8.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the City prior to commencement of work, Contractor shall provide evidence of the following bonds to City:

- a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to City, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and

b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to City, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to Contractor, City or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

9.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Government Code Section 4217 Facility Solutions Agreement executed on January 12th, 2022 between Contractor and the City.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc
a Delaware Corporation

By: _____ Date: _____

Name: Kecia Davison
Title: President, West Energy

City of Orange Cove,
a City organized and existing under the laws of the State of California

By: _____ Date: _____

Name:
Title:

EXHIBIT E INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name City and others as may be reasonably required by City, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of City and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to City upon City's reasonable request.

City Insurance Requirements

1. Required Coverage. City shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by City under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. City shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F
CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, City of Orange Cove ("the City"), having its office at 633 Sixth Street Orange Cove, CA. 93646, having entered into the Facility Solutions Agreement ("Agreement") dated January 12th 2022, with SitelogIQ, ("Contractor"), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the City.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor: SitelogIQ

By: _____

Name:

Title:

City:

City of _____

By: _____

Name:

Title:

**EXHIBIT G
NOTICE TO PROCEED**

SitelogIQ, Inc.
1651 Response Rd, Suite 300
Sacramento, CA 95815
Kecia Davison, President, West Energy

Re: Notice to Proceed

Dear Kecia Davison:

This Notice to Proceed is being issued by City of Orange Cove ("City") to SitelogIQ, Inc. ("Contractor") pursuant to the 4217 Facility Solutions Agreement, entered into on January 12th, 2022

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

City of Orange Cove

SitelogIQ

Signature: _____

Signature: _____

Name: Rudy Hernandez

Name: Kecia Davison

Title: Interim City Manager

Title: President, West Energy

Date: _____

Date: _____