CITY COUNCIL
Charles Gee, Mayor
Dennis G. Hoffman, Vice Mayor
Bruce T. Roundy
James Paschall Sr.
Salina J. Edwards

CITY OFFICIALS
Angela Crook
Assistant City Manager/City Clerk
Pamela Otterson
City Treasurer

CITY OF ORLAND

INCORPORATED 1909

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

CITY MANAGER
Peter R. Carr

If anyone wishes to address the City Council on an item to be considered at this meeting, please fill out a Speaker Request Form and submit to the City Clerk before the meeting begins. (optional)	Meeting Place: Carnegie Center 912 Third Street Orland, CA 95963

AGENDA
REGULAR MEETING, ORLAND CITY COUNCIL
Monday July 1, 2013

Closed Session – 7:00 p.m.
Regular Session – 7:30 p.m.

I. CALL TO ORDER

1. Roll Call
2. Public comment on closed session items.

II. CLOSED SESSION

Pursuant to California Government Code Sections 54950 et sq., the City Council will hold a Closed Session. More specific information regarding this meeting is indicated below.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code Section: 54956.8
Property: City property (surplus) APN: 041-140-043-0
Agency Negotiators: Pete Carr and Ken Skillman
Under negotiation: status of property; appraisal terms

B. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section: 54957.6
Agency Negotiator(s): City Manager Pete Carr
City Attorney Greg Einhorn

Employee Organization(s): United Public Employees of California Local #792
(Mid Management and General Units)
Unrepresented Employees (All others not in UPEC

III. REPORT FROM CLOSED SESSION

(If the Closed Session is not completed before 7:30 p.m., it will resume immediately following the Regular Meeting).

IV. RECONVENE TO REGULAR SESSION

Roll Call

V. PLEDGE OF ALLEGIANCE

VI. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments:

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

Presentation:

City will present an overview of current City online content including website and social media.

VII. CITY COUNCIL COMMUNICATIONS AND REPORTS

VIII. CONSENT CALENDAR

A. Approve Warrant List (payable obligations).
B. Approve City Council minutes for June 17, 2013.
C. Receive and file Public Safety Commission minutes for May 8, 2013.
D. Receive and file Public Works Commission minutes for February 5, 2013.
E. Adopt Resolution No. 2013-XX for Safe Drinking Water State Revolving Loan Fund Application for Eva Drive Well.
F. Designate Councilmember Bruce Roundy as voting delegate for the League of California Cities Annual Conference, September 18 – 20, in Sacramento.

IX. PUBLIC HEARING - None

(Public Hearing comments will be limited from three to five minutes).

X. ADMINISTRATIVE COMMUNICATIONS

A. City Engineer – Ken Skillman

Consider and award bid for Papst Avenue Crossing construction project.

B. City Manager – Pete Carr

1. Consider and authorize City Manager to execute contract with Holiday Pools, Inc. for swimming pool improvements.

2. Request to consider amendment of City Attorney's services agreement and authorize City Manager to execute agreement.

3. Request to consider renewal of Pacific Municipal Consultant's contract for planning services.

XI. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on June 27, 2013.

A complete agenda packet is available for public inspection online at www.cityoforland.com and during normal business hours at City Hall, 815 Fourth Street, Orland, CA.

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

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CITY MANAGER
Peter R. Carr

WARRANT LIST

July 1, 2013

WARRANT	6/27/13	$	97,921.89
PAYROLL	6/13/13	$	52,598.71
PAYROLL	6/13/13	$	24,655.38
TOTAL		$	175,175.98

APPROVED BY

Charles Gee, Mayor

Dennis G. Hoffman, Vice-Mayor

Bruce T. Roundy, Councilmember

James Paschall, Sr., Councilmember

Salina J. Edwards, Councilmember

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information Invoice #	Payment Information Description
038762	06/06/13	UMP00	Umpqua Bank	450.00	.00	450.00	June 2013H	HSA deposit
038864	06/24/13	STO01	MICHAEL STOVER	-100.00	.00	-100.00	June 2013u	Ck# 038864 Reversed
038887	06/13/13	ALL01	ALL SEASONS SCREEN PRINT	500.00	.00	500.00	061313H	Rec/soccer shirts
038888	06/13/13	CAR02	CARDMEMBER SERVICE	21.37	.00	21.37	061313H	Rec/binders for camps
038889	06/18/13	DIV00	Div of Drinking Water	90.00	.00	90.00	061813H	PW/certif prog applicatio
038890	06/19/13	ENC00	Darin Enck's Screen Print	2305.88	.00	2305.88	061913H	PD/K9tshirts
038891	06/19/13	MCI04	Tristin McIntyre	150.00	.00	150.00	061913H	Rec/umpire svcs
038892	06/27/13	ALL01	ALL SEASONS SCREEN PRINT	94.06	.00	94.06	3048	Rec/staff shirts
038893	06/27/13	AMA01	Amazon	978.16	.00	978.16	6/10/13	Lib/books
038894	06/27/13	AME00	AMERICAN FAMILY LIFE	562.04	.00	562.04	061113	Supplemental insurance
038895	06/27/13	ATT06	A T & T	15.93	.00	15.93	3105	PW/lift station
				15.93	.00	15.93	4608	PW/lift station
				15.93	.00	15.93	4609	PW/lift station
				825.07	.00	825.07	23781	Phone usage
				291.32	.00	291.32	061913	PW/well communication
			Check Total.....:	1164.18	.00	1164.18		
038896	06/27/13	ATT07	A T & T	31.74	.00	31.74	060713	PW/well communications
038897	06/27/13	AYR01	Ian Ayres	250.00	.00	250.00	JulyTrain	PD/training
038898	06/27/13	BAL00	Knife River Construction	550.52	.00	550.52	139305	PW/materials
038899	06/27/13	BAS00	Basic Laboratory, Inc	75.00	.00	75.00	1305617	PW/lab svcs
038900	06/27/13	BRO02	DARYL R. BROCK CPA	4800.00	.00	4800.00	6/25/13	FinDir/contract svcs
038901	06/27/13	BUC00	BUCKE'S FEED & GRAIN	36.39	.00	36.39	185309	PD/K9supplies
038902	06/27/13	CAM00	Gary Campbell	518.50	.00	518.50	5/30/13	FD/pager parts
038903	06/27/13	CAR05	Grant Carmon	229.22	.00	229.22	JunReimb	PD/K9 supplies
038904	06/27/13	COR00	CORNING LUMBER CO., INC.	281.59	.00	281.59	062513	PW/misc materials
038905	06/27/13	COR04	CORBIN WILLITS SYSTEMS	479.02	.00	479.02	B306151	Monthly software support
038906	06/27/13	CRI02	Sue Cripe	30.00	.00	30.00	061713	AC/model fee
038907	06/27/13	CRO00	ANGIE CROOK	300.00	.00	300.00	June 2013	City Clerk Stipend
038908	06/27/13	DAY00	DAY WIRELESS SYSTEMS	190.00	.00	190.00	334560	FD/radio repairs
038909	06/27/13	DEP21	DEPARTMENT OF FINANCE	13000.00	.00	13000.00	48881	Animal control svs
038910	06/27/13	EDW00	Salina Edwards	192.00	.00	192.00	June 2013	CITY COUNCIL COUNCIL FEES
038911	06/27/13	ENE00	ENERPOWER	128.00	.00	128.00	63373	PW/discount utilities
				434.00	.00	434.00	63374	PW/discount utilities
				227.00	.00	227.00	63375	PW/discount utilities
				375.00	.00	375.00	63376	PW/discount utilities
				161.00	.00	161.00	63377	CH/discount utilities
				8.00	.00	8.00	63378	PW/discount utilities
				5.00	.00	5.00	63379	PW/discount utilities
			Check Total.....:	1338.00	.00	1338.00		
038912	06/27/13	FED01	FEDEX	19.95	.00	19.95	231172051	BD/plan check mailing
038913	06/27/13	FLO00	FLOR'S	78.38	.00	78.38	2702	Rec/pool supplies
038914	06/27/13	GAL01	GALE GROUP	41.24	.00	41.24	99426676	Lib/lg print books
038915	06/27/13	GAR13	Rosa Garcia	30.00	.00	30.00	6-19-13	Rec/soccer refund
038916	06/27/13	GEE00	CHARLIE GEE	208.00	.00	208.00	June 2013	Council member services
038917	06/27/13	GLS01	GLENN CO. FLEET SERVICES	5688.83	.00	5688.83	FL1414	PD/vehicle lease
038918	06/27/13	GRO00	Ferguson Enterprises Inc	1850.61	.00	1850.61	8068	PW/meter supplies
038919	06/27/13	HAL00	STEVEN HALSEY ELECTRIC	1930.26	.00	1930.26	061813	PW/misc electrical repair
038920	06/27/13	HEI01	VIRGIL HEISE	100.00	.00	100.00	637143	FD/janitorial svcs
038921	06/27/13	HOF00	DENNIS G. HOFFMAN	192.00	.00	192.00	June 2013	Council member svcs
038922	06/27/13	JAU02	Tiffany Jaurequia	30.00	.00	30.00	6-18-13	Rec/park use refund
038923	06/27/13	KC200	Knox Code Consultant & As	598.61	.00	598.61	131	BD/MercadoMkt plan check

Cash Disbursement Detail Report
Check Listing for 06-13 Bank Account.: 1001

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information Invoice #	Payment Information Description
038924	06/27/13	KYO00	GE CAPITAL	274.13	.00	274.13	7084	MultiDepts/copierlease
				230.05	.00	230.05	58997105	BD;Plan/copier lease
			Check Total.....:	504.18	.00	504.18		
038925	06/27/13	LCA00	LC ACTION	2426.00	.00	2426.00	6617/6869	PD/duty weapons
038926	06/27/13	LEE04	Nancy Leek	147.59	.00	147.59	061413	Lib/program supplies
038927	06/27/13	LIN00	LINCOLN EQUIPMENT	39.97	.00	39.97	SI215347	Rec/pool signs
038928	06/27/13	MAL00	MALLORY CO	378.40	.00	378.40	3747578	FD/foam concentrate
038929	06/27/13	MAR00	FORREST MARSTON	150.00	.00	150.00	061713	PW/boot reimb
038930	06/27/13	MAT04	MATSON & ISOM	66.00	.00	66.00	42913	Multi-depts/postini
				498.00	.00	498.00	0021106IN	PD/battery back-up server
			Check Total.....:	564.00	.00	564.00		
038931	06/27/13	NOR06	NOR-MAC INC.	407.39	.00	407.39	557;556	PW/sprinkler repairs
038932	06/27/13	NOR09	NORTH VALLEY	50.00	.00	50.00	8426-18	SpecImprovDistrict
038933	06/27/13	OCL00	OCLC.Inc Dept 34299	92.98	.00	92.98	248296	Lib/ILL subscription
038934	06/27/13	ORL01	ORLAND SAND & GRAVEL	77.83	.00	77.83	0602013	PW/materials
038935	06/27/13	ORL12	Orland-Laurel Masonic Hal	350.00	.00	350.00	July 2013	AC/gallery rent
038936	06/27/13	OTT00	PAM OTTERSON	175.00	.00	175.00	June 2013	Treasurer Stipend
038937	06/27/13	PAR08	Belle Parker	30.00	.00	30.00	062413	AC/model fee
038938	06/27/13	PAS02	James Paschall Sr.	192.00	.00	192.00	June 2013	Council member svcs
038939	06/27/13	PER00	STATE OF CALIF PERS	18318.99	.00	18318.99	6-2013-3	PERS PAYABLE
038940	06/27/13	PGE00	PG&E	366.05	.00	366.05	060913	FD/utility usage
				21.12	.00	21.12	061113	PW/WalkerStPedestal
				53.40	.00	53.40	061813	PW/traffic signal
				71.23	.00	71.23	061913	PW/RdMMlift station
				606.50	.00	606.50	6-18-13	Rec/LelyPark lights
			Check Total.....:	1118.30	.00	1118.30		
038941	06/27/13	PMC00	PACIFIC MUNICIPAL CONSULT	480.00	.00	480.00	37725	PapstAve crossing
				115.00	.00	115.00	37727	ImpactFee Update Study
				4934.70	.00	4934.70	37736	Plan/contract svcs
			Check Total.....:	5529.70	.00	5529.70		
038942	06/27/13	QUI02	QUILL CORP.	371.38	.00	371.38	062413	Office supplies
				724.38	.00	724.38	Various	FD/office supplies
			Check Total.....:	1095.76	.00	1095.76		
038943	06/27/13	REH00	JANENE REHSE	148.00	.00	148.00	JulyTrain	PD/training expenses
038944	06/27/13	ROL00	ROLLS, ANDERSON & ROLLS	14395.00	.00	14395.00	052813	CE/contract svcs
038945	06/27/13	ROS03	Malissa Rosasco	50.00	.00	50.00	6-17-13	Rec/tennis camp refund
038946	06/27/13	ROU00	BRUCE T. ROUNDY	192.00	.00	192.00	June 2013	CITY COUNCIL COUNCIL FEES
038947	06/27/13	ROU01	Bruce Roundy	153.18	.00	153.18	062413	Coun/mileage reimb
038948	06/27/13	STO04	STONYCREEK PEST CONTROL	92.00	.00	92.00	061413	Pest control
038949	06/27/13	SUN03	SunTrust Equipment	3651.19	.00	3651.19	1497422	PW/sewer truck payment
038950	06/27/13	TER01	TERMINIX INTERNATIONAL	36.00	.00	36.00	325773097	FD/pest control
038951	06/27/13	TRA02	TRANSAMERICA	660.00	.00	660.00	June 2013	Term insurance
038952	06/27/13	USA04	USA Blue Book	3686.72	.00	3686.72	988248	PW/eye wash stations
038953	06/27/13	VAN00	VANTAGE POINT TRANSFER AG	1928.61	.00	1928.61	5/30-6/12	DefCompPay#304591
038954	06/27/13	VCS00	VCSI	250.00	.00	250.00	10292012	PD/K9maint agree
038955	06/27/13	VER03	Verizon Wireless	328.66	.00	328.66	74086	Cell phone usage
038956	06/27/13	VON01	Ed Vonasek	150.00	.00	150.00	062613	PW/boot reimb
038957	06/27/13	WES04	WESTERN READY MIX	1176.05	.00	1176.05	35964	PW/sidewalk materials
038958	06/27/13	ZEE00	ZEE MEDICAL SERVICE CO	90.84	.00	90.84	828584	PW/safety supplies
			Cash Account Total.....:	97921.89	.00	97921.89		
			Total Disbursements.....:	97921.89	.00	97921.89		
			Cash Account Total.....:	.00	.00	.00		

MINUTES OF REGULAR MEETING, ORLAND CITY COUNCIL, Monday June 17, 2013 7:00 p.m.

CALL TO ORDER

Meeting called to order by Mayor Gee

Councilmembers present: Jim Paschall, Salina Edwards, Bruce Roundy, Vice Mayor Dennis Hoffman and Mayor Charles Gee
Councilmembers absent: None
Staff present: City Attorney Greg Einhorn, Assistant City Manager/City Clerk Angie Crook and City Manager Pete Carr

Citizen Comments:

None

Meeting adjourned to closed session at 7:01 p.m.

CLOSED SESSION

Conference with Labor Negotiators; pursuant to Government Code Section: 54957.6; Agency Negotiators: City Manager Pete Carr and City Attorney Greg Einhorn; Employee Organizations: United Public Employees of California Local #792 (Mid Management and General Units) and Unrepresented Employees (all others not in UPEC).

Conference with Real Property Negotiator; pursuant to Government Code Section: 54956.8; Property: 824 Fourth Street; Agency Negotiator: Pete Carr.

Meeting adjourned to open session at 7:29 p.m.

REPORT FROM CLOSED SESSION

Direction given to City Manager regarding Labor Negotiations.

Direction given to City Manager regarding Real Property Negotiation.

Meeting reconvened to regular session at 7:30 p.m.

Meeting called to order by Mayor Gee. Meeting opened with the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Jim Paschall, Salina Edwards, Bruce Roundy, Vice Mayor Dennis Hoffman and Mayor Charles Gee
Councilmembers absent: None
Staff present: Chief of Police J.C. Tolle, Finance Director Daryl Brock, City Attorney Greg Einhorn, Assistant City Manager/City Clerk Angie Crook and City Manager Pete Carr

ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments:

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilor Paschall had no reports at this time.

Councilor Edwards had no reports at this time.

Councilor Roundy reported on the following:

- Commended Chief of Police Tolle on City's minimal maintenance costs for the K-9 unit due to sponsorships OPD has received;
- Attended George Molina Memorial Tournament; commended City staff for great looking field;
- Farmer's Market is financially about the same as a year ago;
- Attended Policy Committee meeting; discussed Immigration Task Force, Marijuana court case update and Youth Sports;
- Spoke to Assemblyman Logue; Caltrans tree/sign issue is being resolved;
- Transportation/Transit Committee meeting to be held June 20th at 10 a.m.;
- Plan to attend Cities/Counties Steering Committee meeting, June 20th at 2 p.m.

Councilor Hoffman had no reports at this time.

Mayor Gee reported on the following:

- City received Golden State RMA Loss Prevention Incentive Program award; incentives disbursed among City staff for safety program participation;
- Received invitation to the swearing in of the Glenn County Grand Jury, June 27th, 3:00 p.m.;
- Received invitation to the Glenn Amateur Radio Society meeting at Black Butte Lake on June 22nd;
- Planning Commission to be held June 20, 2013;
- City/County Steering committee meeting, to meet June 20th at 2:00 p.m.;
- Received invitation to participate in the first annual Fourth of July Parade to begin at 11:00 am; Council agreed to participate.

CONSENT CALENDAR

A . Approve Warrant List (payable obligations).
B. Approve City Council minutes for June 3, 2013
C. Receive and file public Safety Commission minutes for April 10, 2013.
D. Receive and file letter of appreciation from Kay Booth-Larsen.
E. Adopt Resolution No. 2013-16 to continue Abandoned Vehicle Abatement (AVA) program.

Councilmember Paschall moved, seconded by Vice Mayor Hoffman to approve the consent calendar as presented. Motion carried with no abstentions.

PUBLIC HEARING

None

ADMINISTRATIVE COMMUNICATIONS

Assistant City Manager/City Clerk:

Assistant City Manager/City Clerk Crook requested Council to consider publishing a notice to fill one or two unexpired terms on the Economic Development Commission. EDC Commissioner Sarah Leydon sent a letter requesting resignation from the commission; her term expires December 31, 2013. EDC Commissioner Edgar Valenzuela indicated to staff he is no longer able to serve on the commission as well; his term ends December 31, 2014.

Councilmember Paschall moved, seconded by Vice Mayor Hoffman to accept the resignation of Ms. Leydon and Mr. Valenzuela and publish a notice for both vacancies on the EDC Commission. Motion carried with no abstentions.

Ms. Crook requested Council to consider invitation from Orland Pride to participate in Fourth of July parade (no entry fee). Council agreed previously to participate in the annual Fourth of July parade.

City Manager:

City Manager Carr presented to Council the proposed Five-Year Plan, with amendments, as suggested by Council at the June 3rd meeting. Council discussed adding language to include establishing a reserve fund formula for the Fire Department and establishing an equipment reserve fund for the parks(i.e.replace pool pump, picnic tables, field lights).

Vice Mayor Hoffman moved, seconded by Councilmember Edwards to approve the Five-Year plan as presented with additional amendments as mentioned. Motion carried with no abstentions.

Mr. Carr brought forward the proposed FY 2013-2014 budget for adoption. Mr. Carr advised the General Fund is barely balanced with several positions remaining unfilled at this time. It was noted medical insurance premium cost will only increase by 1.4%, a significant reduction from what was originally projected at 12%. Workers Compensation costs also declined $17,000 from its current level. Other changes which were discussed at the last budget session were implemented in the proposed final draft.

Councilmember Edwards moved, seconded by Vice Mayor Hoffman to approve the FY 2013-2014 Budget as presented and direct staff to publish. Motion carried with no abstentions.

Mr. Carr brought forward the completed Project Objectives list for the last fiscal year and introduced new Project Objectives for 2013-2014 to be considered by Council. Projects for the upcoming year were discussed and Council requested more time to review the list.
It was noted users are visiting the City website more frequently for information. Council discussed possibilities of posting City accomplishments and requesting public input on matters.

ADJOURN

Meeting adjourned at 9:06 p.m.

_____Clerk _____Mayor

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CITY MANAGER
Peter R. Carr

Meeting Place: Carnegie Center
912 Third Street
Orland, CA 95963

ORLAND PUBLIC SAFETY COMMISSION
Wednesday, May 8, 2013

I. CALL TO ORDER – 6:00 PM

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Commissioners:
Chair: Caryn Brown
Vice Chair: Debbie DeMarco
Secretary: Mary Schreiber
Gary Campbell-absent
Larry Bates
Liaison: Chief J.C. Tolle-absent
Council Appointee: Salina Edwards

IV. ORAL AND WRITTEN COMMUNICATIONS

a. Citizen Business - No citizen business.

V. CONSENT CALENDAR

a. Approve Safety Commission minutes of April 10, 2013.

Caryn Brown made one correction on item IV C. Debbie motioned to approve with the correction, Mary 2nd the motion. Minutes were approved.

VI. ITEMS FOR DISCUSSION OR ACTION

a. Traffic study on 8th Street –update/report by Commissioners Bates & DeMarco. Report on survey results. Possible action item.
Debbie reported that one more survey needs to be done to complete the traffic study. They currently recommend the need for a crosswalk and stop sign at Eighth & Trinity but none at Eighth & Date. The final report and recommendations will be an action item at next month's meeting.

b. Discussion and scheduling of other traffic surveys needed. (I.e. Bryant to M ½ signage where road narrows; Eighth Street south of Walker/ Newville; other concerns).

Discussion was held on the need for other surveys. Chief Tolle had previously suggested a need for "road narrows" signage on Bryant at M ½. Larry and Debbie will take a look at it.

Discussion was held on the need for surveys on Eighth Street south of Walker Street, especially at Sacramento & Eighth. Debbie and Mary will do a study there as well as Cortina & Newport to determine if there's a need for crosswalks or other signage.

Debbie will invite Mark Smith (Supervisor, Orland School District Bus System) to our next meeting to again address his safety concerns with the school buses and routes. It will be placed on the agenda.

Possible future discussion items should include the HCAP access (corners and alleys) on Hwy 32 and the possibility of having a handicap person assist us with the issue.

Discussion was held regarding street light issues. Caryn was able to get a spread sheet from Pete Carr that shows the list of street lights. We need to get public input on burned out lights, how many may have the transformers going out, and how many go out when car headlights hit the lights.

Salina indicated that she has driven around at night and was surprised at how many of the lights go out when headlight beams hit the lights.

Larry discussed another option for the Moe's Market crosswalk. When he was in Oroville recently he saw a large reflective sign at a crosswalk that had figures with a large arrow pointing to the crosswalk. He feels this might be a good solution for the crosswalk at Monterey & Sixth Street.

Larry suggested the fire hydrants around town need to be painted. He also indicated it would be a good idea to have posts installed by the hydrants that are in the dirt with no sidewalks. Also, the curbs need to be repainted by the hydrants.

VII. REPORTS

a. COMMISSIONERS

Caryn updated the status of the Moe's Market crosswalk. No contact has been made with the railroad yet regarding lighting on the east side of Sixth Street.

Caryn asked if anyone has attended any of the other Commission meetings this past month. No one was able to attend other meetings.

Debbie brought up the need to address the condition of the road at the railroad tracks on Colusa.

Caryn showed the article in the paper regarding the clearing of vacant lots and Gary's comments. Discussion was held indicating it was a good article.

b. LIAISON/COUNCIL APPOINTEE

Salina indicated she had addressed her concern about the street lights in our earlier discussion.

Salina has received complaints regarding the cages around the trees on Fourth and Fifth Streets in the business district. Discussion was held regarding these cages and how they actually protect the trees from being knocked down. She indicated that the former Downtown Business Association was responsible for their installation several years ago.

VIII. ADJOURNMENT 6:58 PM

NEXT MEETING IS WED. JUNE 12, 2013, 6:00 PM

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

ORLAND PUBLIC WORKS COMMISSION

Minutes
February 5, 2013

I. Call to Order

The meeting was called to order by Chairman Denton at 4:00 p.m.

II. Pledge of Allegiance – led by Chairman Denton

III. Roll Call

Present:	Byron Denton, Will Tasto, Emil Cavagnolo, Tim Boehm and Roger Hansen
Absent:	None
Staff:	Jere Schmitke and Janet Wackerman
Council member:	Bruce Roundy

IV. Oral and Written Communications

A. Citizen Business: None

V. Consent Calendar

A. Approval of September 18, 2012 minutes.

Moved by Commissioner Tasto, seconded by Commissioner Hansen, motion carried to approve September 18, 2012 minutes as presented. Commissioners Cavagnolo and Boehm abstained.

VI. Administrative Communications

1. Update on Waterline extension connecting Hambright Avenue to the Linwood Subdivision

   Public Works Director Schmitke gave an update on the waterline extension connecting Hambright Avenue to the Linwood Subdivision. He stated they have approximately 250 feet until completion and should be finished by early next week.

2. Wastewater Treatment Plant headworks option

   Public Works Director Schmitke stated he had met with a company representative that would supply the equipment needed. The water/sewer fund will borrow from another City fund so that the equipment can be purchased as soon as possible. Payments to the borrowed fund can be made when the sewer truck is paid off in December 2013. Depending on other jobs the Public Works Department has scheduled, the installation of the equipment could be accomplished in-house. Council member Roundy asked for the price of the auger monster. Public Works Director Schmitke stated it will be approximately $100,000.00.

3. Water Capacity Study

Secretary Wackerman reported the City was awarded funds from CDBG to conduct a water capacity study. The grant is in the amount of $25,000 with a $1,250.00 match from City funds. She will be preparing a Request for Qualifications within the month for submittal to engineering firms. Commissioner Boehm asked if the study is completed for less than the awarded funds if the money can be used for something else. Secretary Wackerman stated the grant funds were requested specifically for a water capacity study and that is the only activity that can be funded. Chairman Denton asked if the $25,000 would cover the cost of the study. Secretary Wackerman stated she asked City Engineer Ken Skillman for his opinion and he offered that if the Master Water Plan study completed in 2004 is used as a reference, the funds will be sufficient for the study.

4. South Street Repairs

Public Works Director Schmitke informed Commissioners that the portion of South Street in front of the Shell station is in need of repairs at an estimated cost of $45,000. The owners of the station are being asked to contribute funds to the project. Commissioner Hansen commented it was important to improve this section in light of the development occurring in the area. Upon motion made by Commissioner Tasto and seconded by Commissioner Hansen, it was recommended to City Council that gas tax monies is used for repairing South Street in front of the Shell Gas station. The motion carried unanimously.

Council member Roundy asked if the Commission had developed a prioritized list of projects needed. Chairman Denton recommended Commissioners develop a list on what projects they see that need to be accomplished and present it at the next Public Works Commission meeting.

VII. Commissioner Communications
None

Council member Roundy reported the City Council approved the purchase of a bucket truck. He stated the Council has put out a challenge to all City departments to request items in a proactive manner, not reactive.

VIII. Adjournment – 4:37 P.M.

Respectfully submitted,

Janet Wackerman, Secretary

Byron Denton, Chairman

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: VIII.E.

MEETING DATE: July 1, 2013

TO: Honorable Mayor and Council

FROM: Janet Wackerman, Grants Administrator

SUBJECT: California Department of Public Health Safe Drinking Water State Revolving Fund Application – Eva Drive Well

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Staff seeks City Council approval of a resolution for an application for funding.

BACKGROUND

The City of Orland was invited to submit an application to the State of California Department of Public Health to obtain construction funds for a new well. The application will be submitted for State review in August 2013.

DISCUSSION

When submitting an application for construction funds from the California Department of Public Health Safe Drinking Water State Revolving Fund a Resolution designating the authorized representative and authorizing that individual to apply must be submitted.

Attachment:

A. Resolution 2013-XX

RECOMMENDATION

Adopt Resolution 2013-XX, authorizing City Manager to cause the necessary data to be prepared and application to be signed and filed with the State of California Department of Public Health.

Fiscal Impact of Recommendation:

None

Resolution No. 2013 –XX
for the
Safe Drinking Water State Revolving Fund (SDWSRF) Program Application

WHEREAS, the City Council has the authority to construct, operate, and maintain the City of Orland water system; and

WHEREAS, the City Council desires to enhance the provision and protection of the drinking water supplied to the consumers of the City of Orland, therefore;

BE IT RESOLVED by the City Council that, pursuant and subject to all of the terms and provisions of the Safe Drinking Water State Revolving Fund (SDWSRF) program, application be made to the State of California Department of Public Health for funding; and

BE IT FURTHER RESOLVED that the City Manager of said City of Orland is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the State of California Department of Public Health.

Passed and adopted at a regular meeting of the City Council of the City of Orland on the 1st day of July, 2013.

AYES:

NOES:

ABSENT:

_____
Charles Gee, Mayor

Attest:_____
Angela Crook, City Clerk

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

-over-

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures
2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247

CITY COUNCIL AGENDA ITEM

Item No.: X.A.

Date: June 25, 2013

Meeting Date: July 1, 2013

From: Kenneth G. Skillman III, City Engineer/Surveyor

Subject: Review Bid Results for the "Lateral 40 Underground Canal Project and Possible Action

---

Background:

This project includes the intersection improvements of Papst Avenue with Bryant Street, new curb returns and accessible ramps at the southerly corners following the installation of a 60 inch diameter pipeline to replace the concrete lined Lateral 40 canal easterly to the Lateral 50 gate. Plans and specifications were distributed for competitive bidding and bids were received from eleven (11) contractors on June 18, 2013 (see bid summary attached). This project's construction has been funded by a CDBG grant, with the City of Orland utilizing corresponding developer impact fees and project mitigation fees to cover engineering and administrative costs.

Requested Action:

Review and discuss the bid results, then award the "Lateral 40 Underground Canal Project" to Franklin Construction and authorize the City Manager to sign the contract for this project.

Attachments:

- Bid summary sheet
- Proposal from Franklin Construction
- Contract for this project, extracted from the Contract Documents

City of Orland
Lateral 40 Underground Canal Project
Bid Summary

Bid Opening: June 18, 2013

				Franklin Construction		R&R Horn Cont. Inc.		MJ Shelton		Mountain Cascade		RJ Heuton Const.		Walberg Inc.		Duke Sherwood Cont.		RTA Construction	
Item No.	Description	Unit	Quantity	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization, complete	LS	1	$ 8,400.00	$8,400.00	$7,000.00	$7,000.00	$16,500.00	$16,500.00	$25,000.00	$25,000.00	$23,000.00	$23,000.00	$11,875.00	$11,875.00	$6,347.98	$6,347.98	$24,500.00	$24,500.00
2	Clearing, Grubbing and Demolition, complete	LS	1	18,300.25	$18,300.25	$14,900.00	$14,900.00	$16,000.00	$16,000.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$28,000.00	$28,000.00	$6,692.00	$6,692.00	$5,000.00	$5,000.00
3	Remove existing concrete transition structure, box culvert and headwall, complete	LF	230	75.00	$17,250.00	$96.00	$22,080.00	$60.00	$13,800.00	$30.00	$6,900.00	$40.00	$9,200.00	$26.80	$6,164.00	$61.00	$14,030.00	$75.00	$17,250.00
4	Remove existing concrete lined channel, complete	SF	8,863	1.00	$8,863.00	$0.70	$6,204.10	$1.00	$8,863.00	$1.00	$8,863.00	$2.00	$17,726.00	$1.25	$11,078.75	$0.43	$3,835.02	$2.00	$17,726.00
5	Abandon existing irrigation outfall, complete	EA	2	100.00	$200.00	$946.00	$1,892.00	$210.00	$420.00	$1,000.00	$2,000.00	$150.00	$300.00	$1,434.00	$2,868.00	$109.00	$218.00	$300.00	$600.00
6	Roadway Excavation, complete	LS	1	11,000.00	$11,000.00	$6,900.00	$6,900.00	$14,800.00	$14,800.00	$9,000.00	$9,000.00	$10,000.00	$10,000.00	$13,387.00	$13,387.00	$7,025.00	$7,025.00	$8,000.00	$8,000.00
7	Furnish and install Hot Mix Asphalt, complete	TON	100	127.00	$12,700.00	$171.00	$17,100.00	$130.00	$13,000.00	$135.00	$13,500.00	$130.00	$13,000.00	$147.37	$14,737.00	$164.00	$16,400.00	$200.00	$20,000.00
8	Furnish and install Aggregate Base, complete	TON	250	56.00	$14,000.00	$41.00	$10,250.00	$50.00	$12,500.00	$40.00	$10,000.00	$38.00	$9,500.00	$56.25	$14,062.50	$38.00	$9,500.00	$52.00	$13,000.00
9	City STD. 201 6" P.C.C. Barrier Curb, complete	LF	8	21.00	$168.00	$22.00	$176.00	$20.00	$160.00	$16.00	$128.00	$22.00	$176.00	$22.50	$180.00	$28.00	$224.00	$170.00	$1,360.00
10	City STD. 202 6" Barrier Curb, complete	LF	170	22.00	$3,740.00	$22.00	$3,740.00	$21.00	$3,570.00	$17.00	$2,890.00	$22.00	$3,740.00	$22.05	$3,748.50	$30.00	$5,100.00	$41.00	$6,970.00
11	City STD. 203 Cross Gutter, complete	SF	615	6.25	$3,843.75	$11.00	$6,765.00	$6.00	$3,690.00	$13.00	$7,995.00	$7.00	$4,305.00	$6.30	$3,874.50	$14.00	$8,610.00	$12.00	$7,380.00
12	City STD. 204 Sidewalk, complete	SF	2,233	4.50	$10,048.50	$8.00	$17,864.00	$5.00	$11,165.00	$7.00	$15,631.00	$6.00	$13,398.00	$4.20	$9,378.60	$8.00	$17,864.00	$12.00	$26,796.00
13	City STD. 205 Modified Residential Driveway, complete	SF	172	5.50	$946.00	$11.00	$1,892.00	$5.00	$860.00	$16.00	$2,752.00	$7.00	$1,204.00	$5.25	$903.00	$10.00	$1,720.00	$45.00	$7,740.00
14	City STD. 207 P.C.C. Handicapped Ramp, complete	EA	2	1,250.00	$2,500.00	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$3,000.00	$6,000.00	$1,400.00	$2,800.00	$1,260.00	$2,520.00	$2,827.00	$5,654.00	$3,000.00	$6,000.00
15	Asphalt Driveway Replacement, complete	SF	748	1.50	$1,122.00	$6.00	$4,488.00	$2.00	$1,496.00	$2.00	$1,496.00	$3.00	$2,244.00	$2.25	$1,683.00	$2.00	$1,496.00	$2.00	$1,496.00
16	Concrete Driveway Replacement, complete	SF	169	5.25	$887.25	$9.00	$1,521.00	$5.00	$845.00	$13.00	$2,197.00	$7.00	$1,183.00	$5.25	$887.25	$10.00	$1,690.00	$28.00	$4,732.00
17	Best Management Practices (as shown on plans), complete	LS	1	6,000.00	$6,000.00	$7,900.00	$7,900.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00	$2,200.00	$2,200.00	$2,240.00	$2,240.00	$13,347.00	$13,347.00	$7,000.00	$7,000.00
18	Reinforced Concrete Pressure Pipe, Fittings, and Manholes, complete	LF	658	920.00	$605,360.00	$930.00	$611,940.00	$955.00	$628,390.00	$924.00	$607,992.00	$993.00	$653,394.00	$1,012.80	$666,422.40	$980.00	$644,640.00	$916.00	$602,728.00
19	Concrete Apron, Headwall and Wingwalls, complete	CY	31	655.00	$20,305.00	$787.00	$24,397.00	$790.00	$24,490.00	$1,250.00	$38,750.00	$665.00	$20,615.00	$682.48	$21,156.88	$1,776.00	$55,056.00	$1,500.00	$46,500.00
20	Concrete Weir, complete	CY	6	1,050.00	$6,300.00	$1,300.00	$7,800.00	$1,600.00	$9,600.00	$1,250.00	$7,500.00	$1,400.00	$8,400.00	$787.50	$4,725.00	$3,667.00	$22,002.00	$4,500.00	$27,000.00
21	Walkway, complete	LS	1	5,000.00	$5,000.00	$6,200.90	$6,200.90	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$9,500.00	$9,500.00	$3,680.00	$3,680.00	$3,062.00	$3,062.00	$14,000.00	$14,000.00
22	Install Shotcrete Canal Lining, complete	SF	317	6.25	$1,981.25	$10.00	$3,170.00	$10.00	$3,170.00	$26.00	$8,242.00	$16.00	$5,072.00	$45.50	$14,423.50	$24.00	$7,608.00	$30.00	$9,510.00
23	Furnish and install Chain Link Fence, complete	LF	248	23.00	$5,704.00	$28.00	$6,944.00	$25.00	$6,200.00	$27.00	$6,696.00	$25.00	$6,200.00	$50.63	$12,556.24	$17.00	$4,216.00	$55.00	$13,640.00
24	Furnish and install Single Cable Railing, complete	LF	278	15.00	$4,170.00	$27.00	$7,506.00	$15.00	$4,170.00	$32.00	$8,896.00	$16.00	$4,448.00	$33.60	$9,340.80	$23.00	$6,394.00	$40.00	$11,120.00
25	Furnish and install Triple Cable Railing, complete	LF	87	22.00	$1,914.00	$53.00	$4,611.00	$21.00	$1,827.00	$38.00	$3,306.00	$15.00	$1,305.00	$51.50	$4,480.50	$49.00	$4,263.00	$60.00	$5,220.00
26	Thermoplastic Striping, Pavement Markings and Markers, complete	LS	1	3,500.00	$3,500.00	$3,900.00	$3,900.00	$4,000.00	$4,000.00	$2,935.00	$2,935.00	$4,500.00	$4,500.00	$3,375.00	$3,375.00	$5,380.00	$5,380.00	$3,500.00	$3,500.00
					$774,203.00		$810,341.00		$812,916.00		$814,169.00		$837,410.00		$867,747.42		$872,574.00		$908,768.00

Prepared by: Rolls, Anderson Rolls

City of Orland
Lateral 40 Underground Canal Project
Bid Summary

Bid Opening: June 18, 2013

				Trent Construction		Santos Excavating, Inc.		John Abel Const., Inc.	
Item No.	Description	Unit	Quantity	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization, complete	LS	1	$9,600.00	$9,600.00	$5,870.00	$5,870.00	$23,288.85	$23,288.85
2	Clearing, Grubbing and Demolition, complete	LS	1	$15,876.00	$15,876.00	$5,000.00	$5,000.00	$22,300.00	$22,300.00
3	Remove existing concrete transition structure, box culvert and headwall, complete	LF	230	$154.80	$35,604.00	$26.00	$5,980.00	$93.00	$21,390.00
4	Remove existing concrete lined channel, complete	SF	8,863	$0.90	$7,976.70	$2.25	$19,941.75	$2.50	$22,157.50
5	Abandon existing irrigation outfall, complete	EA	2	$1,200.00	$2,400.00	$2,280.00	$4,560.00	$900.00	$1,800.00
6	Roadway Excavation, complete	LS	1	$4,440.00	$4,440.00	$7,250.00	$7,250.00	$7,500.00	$7,500.00
7	Furnish and Install Hot Mix Asphalt, complete	TON	100	$195.60	$19,560.00	$191.72	$19,172.00	$185.00	$18,500.00
8	Furnish and install Aggregate Base, complete	TON	250	$53.30	$13,325.00	$44.71	$11,177.50	$37.50	$9,375.00
9	City STD. 201 6" P.C.C. Barrier Curb, complete	LF	8	$21.60	$172.80	$25.00	$200.00	$90.00	$720.00
10	City STD. 202 6" Barrier Curb, complete	LF	170	$43.20	$7,344.00	$26.70	$4,539.00	$28.00	$4,760.00
11	City STD. 203 Cross Gutter, complete	SF	615	$21.00	$12,915.00	$7.60	$4,674.00	$13.00	$7,995.00
12	City STD. 204 Sidewalk, complete	SF	2,233	$12.00	$26,796.00	$5.00	$11,165.00	$11.25	$25,121.25
13	City STD. 205 Modified Residential Driveway, complete	SF	172	$12.00	$2,064.00	$6.35	$1,092.20	$13.00	$2,236.00
14	City STD. 207 P.C.C. Handicapped Ramp, complete	EA	2	$4,200.00	$8,400.00	$1,525.00	$3,050.00	$3,150.00	$6,300.00
15	Asphalt Driveway Replacement, complete	SF	748	$8.80	$6,582.40	$4.70	$3,515.60	$4.35	$3,253.80
16	Concrete Driveway Replacement, complete	SF	169	$27.00	$4,563.00	$6.35	$1,073.15	$13.00	$2,197.00
17	Best Management Practices (as shown on plans), complete	LS	1	$2,400.00	$2,400.00	$27,800.00	$27,800.00	$6,555.00	$6,555.00
18	Reinforced Concrete Pressure Pipe, Fittings, and Manholes, complete	LF	658	$956.00	$629,048.00	$1,046.95	$688,893.10	$989.00	$650,762.00
19	Concrete Apron, Headwall and Wingwalls, complete	CY	31	$1,200.00	$37,200.00	$826.00	$25,606.00	$1,200.00	$37,200.00
20	Concrete Weir, complete	CY	6	$2,510.40	$15,062.40	$953.00	$5,718.00	$1,350.00	$8,100.00
21	Walkway, complete	LS	1	$15,024.00	$15,024.00	$19,000.00	$19,000.00	$9,500.00	$9,500.00
22	Install Shotcrete Canal Lining, complete	SF	317	$30.00	$9,510.00	$31.75	$10,064.75	$45.00	$14,265.00
23	Furnish and Install Chain Link Fence, complete	LF	248	$16.80	$4,166.40	$57.00	$14,136.00	$31.00	$7,688.00
24	Furnish and install Single Cable Railing, complete	LF	278	$38.40	$10,675.20	$40.85	$11,300.70	$37.00	$10,286.00
25	Furnish and install Triple Cable Railing, complete	LF	87	$58.80	$5,115.60	$62.25	$5,415.75	$107.80	$9,378.60
26	Thermoplastic Striping, Pavement Markings and Markers, complete	LS	1	$3,600.00	$3,600.00	$5,140.00	$5,140.00	$4,800.00	$4,800.00
					$909,420.50		$921,334.50		$937,429.00

Prepared by: Reilis, Anderson Reilis

BIDDER'S SIGNATURE

Accompanying this Bid is a Bidder's Bond, (cash, cashier's check, certified check or Bidder's Bond) in the amount equal to at least 10 percent of the total amount of the Bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Franklin Construction, Inc.
Rodney Winkle, President / Manager
Lori Corbin, Secretary / Treasurer

Licensed in conformance with an act providing for the registration of Contractors,

License No. 567469 Classification(s) A

DUNS No. 08-210-8507

ADDENDA - This Bid is submitted with respect to the changes to the contract documents included in addenda number/s 1, 2

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct. By my signature on this Bid I certify that I have read and understand the clauses and certifications which are a part of this bid and that my signature shall constitute an endorsement and execution of those clauses and certifications.

Date: June 18, 2013

Sign Here

Myles MacColl, Estimator
Signature and Title of Bidder

Business Address 217 Flume st., Ste. 200, Chico CA 95928

Place of Business 217 Flume st., Ste. 200, Chico CA 95928

Place of Residence 30 Knightsbridge Lane, Chico CA 95928

BID ITEM LIST

Item No.	Description	Approx. Quantity	Unit Price	Total Price
1.	Mobilization, complete	Lump Sum		$ 8,400.00
2.	Clearing, Grubbing and Demolition, complete	Lump Sum		$ 18,300.25
3. (F)	Remove existing concrete transition structure, box culvert and headwall, complete	230 LF	$ 75.00	$ 17,250.00
4. (F)	Remove existing concrete lined channel, complete	8,863 SF	$ 1.00	$ 8,863.00
5.	Abandon existing irrigation outfall, complete	2 EA	$ 100.00	$ 200.00
6.	Roadway Excavation, complete	Lump Sum		$ 11,000.00
7.	Furnish and install Hot Mix Asphalt, complete	100 Ton	$ 127.00	$ 12,700.00
8.	Furnish and install Aggregate Base, complete	250 Ton	$ 56.00	$ 14,000.00
9.	City STD. 201 6" P.C.C. Barrier Curb, complete	8 LF	$ 21.00	$ 168.00
10.	City STD. 202 6" Barrier Curb, complete	170 LF	$ 22.00	$ 3,740.00
11.	City STD. 203 Cross Gutter, complete	615 SF	$ 6.25	$ 3,843.75
12.	City STD. 204 Sidewalk, complete	2,233 SF	$ 4.50	$ 10,048.50
13.	City STD. 205 Modified Residential Driveway, complete	172 SF	$ 5.50	$ 946.00
14.	City STD. 207 P.C.C. Handicapped Ramp, complete	2 EA	$ 1250.00	$ 2,500.00
15.	Asphalt Driveway Replacement, complete	748 SF	$ 1.50	$ 1,122.00
16.	Concrete Driveway Replacement, complete	169 SF	$ 5.25	$ 887.25
17.	Best Management Practices (as shown on plans), complete	Lump Sum		$ 6,000.00
18.	Reinforced Concrete Pressure Pipe, Fittings, and Manholes, complete	658 LF	$ 920.00	$ 605,360.00
19.	Concrete Apron, Headwall and Wingwalls, complete	31 CY	$ 655.00	$ 20,305.00
20.	Concrete Weir, complete	6 CY	$ 1,050.00	$ 6,300.00
21.	Walkway, complete	Lump Sum		$ 5000.00
22.	Install Shotcrete Canal Lining, complete	317 SF	$ 6.25	$ 1,981.25
23.	Furnish and install Chain Link Fence, complete	248 LF	$ 23.00	$ 5,704.00
24.	Furnish and install Single Cable Railing, complete	278 LF	$ 15.00	$ 4,170.00
25.	Furnish and install Triple Cable Railing, complete	87 LF	$ 22.00	$ 1,914.00
26.	Thermoplastic Striping, Pavement Markings and Markers, complete	Lump Sum		$ 3500.00
			TOTAL BID AMOUNT	$ 774,203.00

THIS AGREEMENT, made and entered into on the date below written, by and between, **CITY OF ORLAND, CALIFORNIA, A MUNICIPAL CORPORATION**, 815 Fourth Street, Orland, California, 95963, hereinafter called the **OWNER**, and _____ _____, hereinafter called the **CONTRACTOR**.

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools, and equipment and to perform all the work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents entitled:

CONTRACT DOCUMENTS

FOR

LATERAL 40 UNDERGROUND CANAL PROJECT

The Contract Documents have been prepared by *Rolls, Anderson & Rolls*, 115 Yellowstone Drive, Chico, California 95973, hereinafter called the Engineer, and are hereby incorporated in and made a part of this Contract.

ARTICLE II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept said following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under it, to wit:

As shown on the Bid attached hereto and incorporated herein.

ARTICLE III. The Owner shall make payments on the account of the Contractor as specified in Article 6.00 of the General Conditions.

ARTICLE IV. The Contractor shall commence work within 15 days and shall diligently prosecute the same to completion within 231 working days after receipt of a Notice to Proceed from the Owner.

ARTICLE V. The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Owner.

The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees.

ARTICLE VI. The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the Engineer and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or his subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated hereunder, insurance in his favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as specified in Article 4.00 of the General Conditions and in the Special Conditions.

ARTICLE VII. Contractor acknowledges that State Labor Law requires the payment of prevailing wages and the maintenance of certain payroll records and other requirements as specified in Article 5.00 of the General Conditions and the Labor Code. Contractor agrees that these requirements shall be incorporated into all of his subcontracts.

ARTICLE VIII. Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due to him hereunder, nor utilize any subcontractors, other than those set forth in the List of Subcontractors, without the previous written consent of the Owner.

ARTICLE IX. Contractor is an independent contractor in the performance of this contract and is not an employee or agent of the Owner. The Owner has no direct obligation to any officers, agents, employees or subcontractors of the Contractor and such individuals shall not be entitled to claim direct payment of salaries nor seek employment benefits from the Owner.

ARTICLE X. Contractor warrants that he is duly and properly licensed to perform and provide the services contemplated by this Contract. Contractor shall possess all required licenses, including a local business license and shall require subcontractors and suppliers to be similarly licensed with regard to performance under this Contract.

ARTICLE XI. The Contractor shall maintain records relating to his performance of this Contract which shall be available for audit and/or inspection for a period of five (5) years after Contractor completes performance of the Contract or the Contract is otherwise terminated.

ARTICLE XII. Any Notices given pursuant to this Contract must be in writing and given either by personal delivery or by United States Mail, postage prepaid, addressed as follows:

OWNER:	CONTRACTOR:
City of Orland	_____
Attn.: Pete Carr	_____
City Manager	_____
815 Fourth Street	_____
Orland, CA 95963	_____

ARTICLE XIII. The Owner may terminate this Contract should Contractor fail to perform the work described in the time and manner herein provided. If Contractor is found to have breached this agreement, he will be notified in writing by the Owner and will be given the time stated in the notice to comply with this agreement. If the Owner decides to impose any sanctions or penalties (withholding payments or bonds, suspension or termination of Contract, etc.) upon Contractor they will be stated in the notice.

The Owner may also terminate this Contract, without cause, upon giving of five (5) days written notice to Contractor. In the event of termination without cause, Contractor shall be compensated for services performed and materials furnished on an equitable basis through the date of termination.

ARTICLE XIV. California Law governs the interpretation and enforcement of this Contract.

ARTICLE XV. This Contract embodies the entire agreement between the parties. There are no oral agreements. No amendment to this Contract shall be valid unless in writing, executed by both parties to this Contract. The language of this Contract governs against any conflicting language or terms contained in any attachment, exhibit or scope of work.

ARTICLE XVI. Neither the acceptance of work nor payment for that work shall constitute a waiver of any provisions of this Contract. A waiver of any breach shall not constitute a waiver of any other provision or subsequent breach.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

OWNER

_____
Date

_____
Pete Carr
City Manager
City of Orland

(City Seal)

Attest:

_____
City Clerk, City of Orland

CONTRACTOR

_____
Date

_____
name
title
company

Approved as to Form:

_____
Greg Einhorn, City Attorney
City of Orland

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: X.B.1.

MEETING DATE: July 1, 2013

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: **Swimming Pool Improvement Project** (Discussion/Action)

City Manager seeks Council approval of a proposed construction project for the City swimming pool including project objectives, scope, contractor selection and funding.

BACKGROUND

Background and discussion for this proposed project was previously provided in the December 3, 2012, February 4, 2013, and February 19, 2013 agenda packets. The project intent and scope remains as previously presented, with minor exceptions. Project funding sources are now identified.

DISCUSSION

Construction bids were solicited regionally but received from only one company, Holiday Pools, Inc., of Chico. The firm and the proposal have been evaluated by staff and found to be responsive to the RFP (request for proposals) and responsible to perform the work. The contractor is experienced in the technical and process aspects of this type of public project.

The stated contract price is in alignment with the City's anticipated budget for the project for gutter reconstruction and all listed equipment and equipment room modifications. Additional options for facility features and equipment have been considered in consultation with relevant stakeholders, resulting in a project scope now more clearly defined. OUSD is not currently a party to the contract or the project; should the District decide at a later date to participate the City could consider modifying the project financing.

The primary objective of the project is to capture and recirculate pool water entering a new and improved deck-level gutter system, enabling the pool to be warmer, calmer and more efficiently maintained. Additional objectives include providing better restrooms, more deck space and improved spectator bleachers.

Funding for the project will come primarily from parks facilities impact fees – funds specifically designated for new park acreage and improvements to existing parks and recreation facilities. Additional funding of $115,000 is available through a State parks improvement grant.

The impact fee balance as of June 30 is expected to be $567,000. The basic construction project budget is $392,000; $415,500 includes replacement of old ladders and lifeguard stands, and addition of an automated chemical control system. The completed project should leave a

balance of over $200,000 to accomplish the City's next parks improvement objective: construction of a spray park.

City Public Works crew will contribute labor to the project in relocation of fencing, deconstruction of the wading pool, and removal of debris. Secondary project objectives to include restroom upgrades and spectator seating improvements may be accomplished in tandem or phased in during the next year or two.

RECOMMENDATIONS:

1. Award a construction contract for the swimming pool improvements to Holiday Pools, Inc., and authorize the city manager to engage Holiday Pools in a construction contract not to exceed $415,500; and
2. Authorize the city manager to proceed with the project at a not-to-exceed budget of $440,000 with the City as the sole funding source, offset by $115,000 in available Parks Grant funds, balance of up to $325,000 from the parks impact fee account.

Fiscal Impact of Recommendation:

$325,000 from City parks impact funds. $567,000 is available.

CONTRACTING AGREEMENT: IMPROVEMENTS TO ORLAND CITY POOL FACILITY

RECITALS

A. "CITY" is the City of Orland, California.

B. "CONTRACTOR" is Holiday Pools Construction of Chico, CA.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. Contractor shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of CONTRACTOR. CONTRACTOR shall not replace any of the personnel listed in Exhibit "A," nor shall CONTRACTOR use any subcontractors or subCONTRACTORs, without the prior written consent of the CITY.

The City Public Works Department will be responsible for the following work that may be conducted while the renovation is taking place:

A. Removal of debris from site;

B. Abandonment of baby pool by filling with concrete;

C. Relocation of fencing at baby pool and bleachers areas;

D. Replacement of bleachers with purchased expanded-capacity bleachers;

E. Remodel of pool house restroom/changing area to provide two ADA-compliant restrooms, one for male and one for female;

G. Reconstruction of ADA-compliant accessible steps, if needed.

City of Orland will provide permit fees, ADA equipment, pool cleaning equipment and use of restrooms during construction.

2. TIME OF PERFORMANCE. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONTRACTOR shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." The CONTRACTOR'S failure to timely perform shall result in a late fee of $200 per day. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by CONTRACTOR in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONTRACTOR. CONTRACTOR shall submit all requests for extensions of time to the CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR is an independent contractor and is solely responsible for all acts of its employees, agents, or subCONTRACTORs, including any negligent acts or omissions. CONTRACTOR is not CITY's employee and CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to

CONTRACTOR. Subcontractors and subCONTRACTORS are free to work for other entities while under contract with the CITY. Neither CONTRACTOR, Subcontractors nor subCONTRACTORS are entitled to CITY benefits.

4. CONFLICTS OF INTEREST. CONTRACTOR (including its employees, agents, and subCONTRACTORs) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that CONTRACTOR maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONTRACTOR's conflicting interest may be terminated by the CITY.

5. COMPENSATION.

5.1. For services performed by CONTRACTOR in accordance with this Agreement, CITY shall pay CONTRACTOR as set forth in Exhibit A and as modified herein. No work shall be performed by CONTRACTOR in excess of that amount without the prior written approval of the CITY.

5.2. CONTRACTOR shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.

5.3. Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONTRACTOR based upon the services described on the invoice and approved by the CITY. Failure to make timely payment shall subject the CITY to a late fee of $200 per day.

6. ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration pursuant to Title 9 of the California Code of Civil Procedure (CCP sections 1280 et seq.).

If the arbitrator find(s) liability, liquidated damages shall be awarded in the amount of $_____per day.

The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, but the arbitrator shall not award attorneys' fees.

The award shall be in writing, and shall include a statement setting forth the reasons for the disposition of any claim.

7. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of CONTRACTOR's performance of services under this Agreement.

8. INSURANCE.

8.1. General. CONTRACTOR shall, throughout the duration of this Agreement, maintain insurance to cover CONTRACTOR, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

8.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

8.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for

"any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

8.4. Workers' Compensation coverage shall be maintained as required by the State of California.

8.4. CONTRACTOR's Obligation. Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever (including indemnity obligations under this Agreement), and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

9.0. SURETY BONDS. Prior to performing any work hereunder, and as a necessary condition precedent of this contract, CONTRACTOR shall provide a performance bond and labor & materials payment bond in the amount of 100% of the awarded contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the contract. The bond shall be in a form acceptable to the City Attorney.

The Surety shall be licensed to conduct business in the State of California.

10. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

11. NOTICES.

11.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY: Mr. Peter R. Carr, City Manager
City of Orland
City Hall Building
815 Fourth St, Orland, CA 95963

To CONTRACTOR:

11.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

12. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

13. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14. SEVERABILITY. In the event any term of this Agreement is held invalid by a court of

competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

15. JURISDICTION AND VENUE. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Glenn.

16. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

17. COMPLIANCE WITH THE LAW. CONTRACTOR shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement, including but not limited to prevailing wage provisions.

18. STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

19. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF ORLAND

_____

By: _____

Title: _____

Date: _____

Attest: _____

_____

By: _____

Title: CITY CLERK

Date: _____

Approved As To Form:

_____

By: Gregory P. Einhorn

Title: CITY ATTORNEY

CONTRACTOR

_____

By: _____

Title: _____

Date: _____

Fed. Employer ID No. _____

EXHIBIT "A" TO CONSTRUCTION CONTRACT FOR ORLAND CITY POOL FACILITY

SCOPE OF WORK

A. Provide core sampling and lab test, structural engineering, plans/shop drawings, delivery to permit agencies. City to provide soils report if required.
B. Provide and install deck-level gunite gutter system, and install a balance tank, bringing pool level up to the deck and recapturing all water in accordance with current code.
C. Provide and install high efficiency flooded suction pump with a large clear lid strainer placed on a new equipment slab.
D. Provide and install AcuDrive VFD and final electrical connections to the existing 3-phase panel.
E. Automate chemical control with an ORP/pH controller, chlorinator, and acid feed system.
F. Design and enable system to have a Powermax heater installed without disruption at a later date.
G. Provide and install all new Schedule 80 plumbing, flow meters, butterfly valves, check valves, auto refill cla-val, conduits, and support strut systems.
H. Provide and complete connections from the underground surge tank, through the equipment bulkhead wall, to the new 15hp pool pump, to the existing filters, and back to the pool.
I. Provide and install tile facing, handhold and backsplash; color selection by City.
J. Provide and install white grating and gutter outlets to PVC gravity manifolds that flow to the surge tank. Provide steel doweling, steel cage, sealing, forming, plumbing, inlets, etc. as needed to build up the new gutter.
K. Provide and install concrete surge tank with a walkable concrete cap and access hatch.
L. Install new stainless steel removable ladders and fixed-position lifeguard stands; reinstall existing or install new starting blocks anchors or receivers, to be specified.

PROJECT TIMELINES

A. Core sampling in progress May-June 2013.
B. Bonding documented June-August 2013.
C. Notice to Proceed to be issued at conclusion of City summer swim season, approximately August 20, 2013.
D. Demolition and construction activity to commence not later than September 15, 2013.
E. Project completion and acceptance by City to be accomplished not later than March 31, 2014, to accommodate reasonably expected weather delays .

PROJECT COST

Gutter construction with all listed equipment and equipment room modifications	$ 392,000
Ladders (6) at $825 ea	$ 5000
Lifeguard chairs (2) $3300 ea	$ 6650
Chemical controller system	$ 11,850
Total:	$ 415,500

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: X.B.2

MEETING DATE: July 1, 2013

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: **Amendment to City Attorney Services Agreement (Discussion/Action)**

Council will consider amending its contract services agreement with the Law Offices of Gregory P. Einhorn.

BACKGROUND

The City entered into a contract services agreement in 2011 with Greg Einhorn to serve as City Attorney. The agreement sets forth the scope of work, compensation and other details. Compensation has been $40,000 per year, billed in equal monthly amounts, for regular municipal legal work on a retainer basis. Special litigation-related work has been contracted and billed at the hourly rate of $110/hr.

DISCUSSION

The retainer arrangement has been working well for the City. Requirement for special services have been minimal. Monthly invoices have documented significant write-offs in many of the past 22 months. Services are available 24/7/365.

Mr. Einhorn requests an amendment to the agreement to provide for $44,000 annual retainer rate and $110/hr for special work with the City receiving credit for the first 40 billable hours of special work annually.

Attachments (2): Existing Agreement for City Attorney Services
Proposed Amendment to Agreement for City Attorney Services

RECOMMENDATION:

Approve amendment, authorize City Manager to execute same.

FISCAL IMPACT OF RECOMMENDATION:

Up to $4000 General Fund if no special services are required, negligible impact if normal demand is experienced for special services. FY14 budget for legal is $46,000.

CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF ORLAND

AMENDMENT

The CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (Agreement) by and between the Law Offices of Gregory P. Einhorn (Einhorn), and the CITY OF ORLAND (City) is amended as follows:

3. COMPENSATION

Compensation for the services set forth in section 2 shall be $44,000 per year, paid in equal monthly amounts at the end of each month for which services are provided.

Upon agreement with the City, Einhorn shall perform additional work at the rate of $110/hour; provided, however, that the City shall receive credit for up to 40 billable hours per year.

All other terms and conditions shall remain in placer and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date of execution by the City.

Dated: _____, 2013

"City"
CITY OF ORLAND,

By: _____
Peter R. Carr, City Manager

Dated: _____, 2013

"Law Offices of Gregory P. Einhorn"

By: _____
Gregory P. Einhorn

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: X.B.3.

MEETING DATE: July 1, 2013

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: **Renewal of Planning Services Contract (Discussion/Action)**

Council will consider renewing its contract services agreement with Pacific Municipal Consultants (PMC).

BACKGROUND

When the Community Services Director position was defunded in the FY12-13 budget, the City entered an agreement with PMC to provide professional municipal planner services on an on-call, as needed basis. The average of approximately eight hours per week at contract hourly rates has been sufficient to service Council, Planning Commission, staff and developer requirements for planner services during this fiscal year.

In addition to supporting Council and Planning Commission projects, the planner is often the primary contact with prospective developers of commercial, industrial and residential projects. The planner issues certain permits on behalf of the City, and coordinates staff review of site plans.

DISCUSSION

PMC's services agreements typically include annual renewal, rather than necessarily ongoing engagement. The nature of "on-call, as-needed" is such that advance notice to discontinue services is not required, and billing is monthly for hourly services rendered.

PMC has not proposed any changes to its scope of services, hourly rates, method of compensation or staff assigned for the coming fiscal year.

Attachments (2): FY12-13 Agreement for PMC Services
Letter from PMC regarding FY14 services
Proposed FY 13-14 Agreement for PMC Services

RECOMMENDATION:

Approve renewal as proposed, or direct staff as to any desired changes in service format.

FISCAL IMPACT OF RECOMMENDATION:

N/A, previously included in FY14 budget.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is entered into July 6, 2012, between PMC ("CONSULTANT") and the City of Orland ("CITY"), a municipal corporation.

RECITALS

This Agreement is predicated on the following facts:

1. CITY requires professional consultant services in conjunction with City planning and environmental activities as well as with various projects which may arise from time to time.

2. CONSULTANT is qualified to provide these services and is willing to provide them according to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DUTIES OF CONSULTANT

   A. CONSULTANT shall designate an individual who will provide as-needed planning services and will be primarily responsible for providing the services outlined in Exhibit A with assistance as needed from other staff of CONSULTANT.

2. DUTIES OF CITY

   A. CITY agrees to make available to CONSULTANT relevant public records including copies of reports, maps, and other file materials as may be needed for the CONSULTANT to perform his duties and to cooperate in the collection of information which CONSULTANT may request.

   B. CITY shall promptly:

      (1) notify CONSULTANT of any defect in CONSULTANT's performance; and

      (2) review any documents submitted by CONSULTANT for CITY's comment.

   C. CITY agrees that CITY shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should CITY desire to hire CONSULTANT's employee, CITY agrees to pay CONSULTANT equitable compensation for the loss of said employee.

3. CONSULTANT'S STATUS

CONSULTANT is an independent contractor and is solely responsible for its acts or omissions. CONSULTANT (including its agents and employees) is not CITY's agent, employee or representative for any purpose, except as specifically designated herein. Consultant may meet with City representatives at least once per year to discuss performance of services per this Agreement. Meeting may be executive (closed to public) session.

4. CONFLICT OF INTEREST

CONSULTANT understands that its professional responsibility is solely to CITY. CONSULTANT represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement. CONSULTANT shall not in the performance under this Agreement, employ a person having such an interest.

5. COMPENSATION

A. CITY agrees to pay CONSULTANT for all services described in Exhibit A, performed under this Agreement and for performance under any project which has been approved in writing by the CITY. Total compensation for services paid for out of CITY funds shall not exceed $40,000 for FY 2012-2013, unless otherwise authorized by an amendment to this Agreement, signed by both parties. It is understood and agreed that certain projects may be paid for by a third party ("pass through funds") and will not subtract from the not-to-exceed amount contained herein.

B. CONSULTANT may invoice CITY monthly for work done in the preceding month. The invoice shall generally describe services rendered and fees charged in reasonable detail. CITY shall pay CONSULTANT within 30 days of receipt of the invoice.

C. CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's work. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the testimony at CONSULTANT's standard hourly rate.

6. TIME OF PERFORMANCE

CONSULTANT shall begin performance of its services upon signing of this Agreement and delivery of insurance certificates to the City. Services shall continue until the project is completed as agreed unless terminated under Section 7 below.

7. TERMINATION

Either party may terminate this Agreement by giving 30 days' written notice to the other party. Upon termination, CONSULTANT shall give CITY all work done toward completion of its services. CITY shall pay CONSULTANT for work delivered to CITY under the terms of this Agreement.

8. OWNERSHIP OF WORK

All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT under this Agreement are CITY's property and shall be given to CITY at the completion of CONSULTANT's services. Any reuse of such reports or material is done at the sole risk of the CITY. Computer models used in the preparation of the study shall remain the property of the CONSULTANT.

9. LITIGATION

If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

10. ASSIGNMENT; SUBCONTRACTS

CONSULTANT's services are considered unique and personal. CONSULTANT will not assign or transfer its interest or obligation under this Agreement without CITY's written consent. CONSULTANT shall not subcontract its duties under this Agreement without CITY's written consent.

11. INSURANCE

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described below, CONSULTANT shall maintain, during the term of this contract, at least the following insurance:

Coverage	**Minimum Limits**
General Liability Comprehensive General Liability, including: Premises and Operations Limited Contractual Liability Personal Injury Liability	$1,000,000 per occurrence
Automobile Liability Comprehensive Automobile Liability, including: Non-Owned and Hired Autos	$1,000,000 per occurrence

Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory $1,000,000
Professional Liability Professional Liability Insurance	$1,000,000 per claim

CONSULTANT shall provide CITY with Certificate of Insurance evidencing each of the above coverages. Each such Certificate (excepting that for Workers' Compensation and Professional Liability Coverage) shall indicate that City is an additional insured; that the coverage afforded is primary to any other coverages which may be available to CITY in the event of loss; and that CITY will be provided with thirty (30) days' prior notice of cancellation in coverage, unless cancelled for nonpayment of premium, then ten (10) days prior notice will be given to CITY.

12. INDEMNIFICATION

CONSULTANT shall defend, indemnify, and hold CITY harmless from damages, costs or expenses that may arise from damage to property or injury to persons to the extent caused by CONSULTANT's negligent act, error, or omission.

CITY shall defend, indemnify, and hold CONSULTANT harmless from damages, costs or expenses that may arise from damage to property or injury to persons to the extent caused by CITY's negligent act, error, or omission.

13. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

14. NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY	CONSULTANT
City of Orland 815 Fourth Street Orland, CA 95963 Attention: Pete Carr	PMC 2729 Prospect Park Drive, Suite 220 Rancho Cordova, CA 95670 Attention: Philip O. Carter

15. WAIVERS

Waiver of a breach or default under this Agreement shall not constitute a continuing

waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16. MODIFICATIONS

No waiver, modification or termination of this Agreement is valid unless made in writing.

17. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

18. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CITY:	CONSULTANT:
City of Orland	PMC
By: _____	By: _____
Pete Carr	Philip O. Carter
City Manager	President

PMC®

June 25, 2013

Peter R. Carr, City Manager
City of Orland
815 Fourth Street
Orland, CA 95963

RE: On-Call Planning and Environmental Services Proposal

Dear Pete:

In response to your request for a proposal from PMC to provide contract planning and environmental services to the City of Orland, this letter presents a Scope of Services for your consideration to address this request. Utilizing staff primarily from our Chico office and continuing the service that PMC is currently providing to the City now, this proposal outlines an approach for PMC to provide contract planning and environmental services to the City for Fiscal Year 2013-14. As you are aware, PMC's depth of knowledge, experience and current role as on-call planning staff in the City will allow us to seamlessly continue serving the City in this role with no service interruption or learning curve and will allow us to continue to provide cost-effective, efficient and informed service to the residents and customers of the City.

With this proposal we would envision a scenario whereby we would continue the current practice of working in the City at least one-day per week on an as-needed basis to enable residents, applicants and staff to plan meetings, site visits, public contacts, applications, etc., when we are present in the City. We believe that this approach has been successful over the past year in limiting the financial exposure to the City for the provision of on-site planning services yet allows an opportunity for public engagement and to undertake necessary on-site work. Additionally, providing service in this manner supplements e-mail, telephone and fax as a means of ensuring responsiveness, efficiency and staffing continuity. With this letter proposal, PMC proposes that we would continue to provide services as we are currently doing for the City. PMC's Project Manager and primary staff member assigned to this effort would continue to be Mr. Scott Friend, Senior Associate in our Chico office.

Given the city's current planning workload, acknowledging budget considerations and given the competencies of the City's existing staff, we do not believe it is necessary for PMC to provide daily on-site services such as counter duty and project intake. We suggest that the City continue to engage PMC's services only as necessary and at a level that balances resource availability and cost-efficiency. We believe that this would result in the most efficient use of limited public funds while still allowing the City to offer seamless planning services to clients and customers.

Utilizing this approach, PMC proposes to provide on-call, as-needed planning services to the City for general planning and environmental related tasks at the direction of the City Manager. If specific tasks or projects beyond the general on-call planning tasks are assigned to or requested of PMC,

PMC's project manager, Mr. Scott Friend, will prepare a written task order for each project identifying project-specific staffing needs and assignments, establishing a project Scope of Work and schedule and providing a not-to-exceed budget for each project.

PMC will itemize billings to be project or task-specific to facilitate cost recovery by the City and provide accountability. We have, or recently have had, relationships of this type with the cities of Biggs, Live Oak, Oroville, Weed and Yreka, as well as Lassen, Plumas and Butte Counties. And of course we are currently, and have in the past, provided similar service utilizing this approach to the City of Orland.

With this approach, we normally have a master- or on-call services agreement with a client agency to confirm billing rates, identify the parameters of the services to be provided and to set a maximum contract dollar amount. Having such a contract in place, enables us to respond quickly to a request for project-specific services. Thereafter, when the City has need for our services for a specific project, we will provide an estimate of the cost and schedule to complete a focused scope of work with specific tasks that the City wishes to assign to us (e.g., general planning services, preparing a particular planning report, a project specific Initial Study/Mitigated Negative Declaration, or an EIR). When the scope of work is accepted by the City, the City would then give us authorization to proceed and work is quickly initiated. PMC currently has an existing contract planning services contract with the City of Orland. PMC proposes this type of an agreement with this proposal.

For your information, I have provided at the end of this letter proposal, a list of other north state clients with whom we have provided short- or long-term planning support services and with whom we have utilized an on-call or master-services agreement approach with for on-call planning and environmental support services.

The following table indicates our proposed rates for billing time and materials services for this engagement to the City of Orland:

Staff Position	Public Agency Rate / Hour
Senior Associate / Senior Planner	$105.00
Associate / Environmental Planner	$85.00
Planning Tech/ Administrative Support	$75.00
Expenses	Cost + 10%

Based upon the hourly rates identified above, PMC proposes to provide on-call contract planning and environmental services to the City on a time-and-materials basis with a not-to-exceed dollar amount of$40,000 for non-pass through or non-special project tasks, or as otherwise approved by City Council.

The services that we provide from our office in Chico can be supplemented, when needed, by resources from PMC's other office locations. For example, we have biologists, cultural resource specialists, municipal finance experts, and others who can conduct surveys and prepare special reports (e.g., fee studies, LAFCo reports, etc.) as needed.

We thank you for the opportunity to continue to provide planning and environmental services to the City of Orland and look forward to continuing to build and strengthen our relationship with the City with this agreement. Please feel free to give me a call at 530-894-3469 ext. 13214 if you have any questions about our services, this proposal or if you want to discuss this letter further.

Sincerely,

PMC®

SCOTT FRIEND, AICP
Senior Associate
PMC - Chico

PMC NORTH STATE CLIENTS

Jeff Kiser, City Manager
City of Anderson
530-378-6650

Tom Lando, Interim City Administrator
City of Biggs
530-868-0100

Rob Hickey, City Manager
City of Gridley
530-846-3634

Tim Snellings, Development Services Department Director
Butte County
530-538-7601

Keith McKinley, City Planner
City of Mt. Shasta
530/926-7510

Frank Hoag, Public Works Director
City of Montague
530/459-204

Maurice Anderson, Planning Director
Lassen County
530-251-8269

Donald Rust, P.E., Community Development Director
City of Oroville
530-538-2420

Doug DeMallie, Planning Manager
City of Redding
530-225-4020

Ron Stock, City Manager
City of Weed
530-938-5020

Steve Baker, City Manager
City of Yreka
530-841-2325

Carla Thompson, AICP, Planning Director
City of Shasta Lake
530-275-7460

Pam Russell, City Clerk
City of Etna
530/467-5256

Randy Wilson, Planning Director
Plumas County
530-283-7011

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is entered into July 1, 2013, between PMC ("CONSULTANT") and the City of Orland ("CITY"), a municipal corporation.

RECITALS

This Agreement is predicated on the following facts:

1. CITY requires professional consultant services in conjunction with various Planning Department projects.

2. CONSULTANT is qualified to provide these services and is willing to provide them according to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DUTIES OF CONSULTANT

   A. CONSULTANT shall designate an individual who will provide as-needed planning services and will be primarily responsible for providing the services outlined in Exhibit A with assistance as needed from other staff of CONSULTANT.

2. DUTIES OF CITY

   A. CITY agrees to make available to CONSULTANT relevant public records including copies of reports, maps, and other file materials as may be needed for the CONSULTANT to perform his duties and to cooperate in the collection of information which CONSULTANT may request.

   B. CITY shall promptly:

      (1) notify CONSULTANT of any defect in CONSULTANT's performance; and

      (2) review any documents submitted by CONSULTANT for CITY's comment.

   C. CITY agrees that CITY shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should CITY desire to hire CONSULTANT's employee, CITY agrees to pay CONSULTANT equitable compensation for the loss of said employee.

3. CONSULTANT'S STATUS

CONSULTANT is an independent contractor and is solely responsible for its acts or omissions. CONSULTANT (including its agents and employees) is not CITY's agent, employee or representative for any purpose, except as specifically designated herein. Consultant may meet with City representatives at least once per year to discuss performance of services per this Agreement. Meeting may be executive (closed to public) session.

4. CONFLICT OF INTEREST

CONSULTANT understands that its professional responsibility is solely to CITY. CONSULTANT represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement. CONSULTANT shall not in the performance under this Agreement, employ a person having such an interest.

5. COMPENSATION

A. CLIENT agrees to pay CONSULTANT for all services described in Exhibit A, performed under this Agreement. Total compensation under this Agreement shall not exceed $40,000 for City-funded projects as outlined in more detail in Exhibit A. Pass-through or developer funded projects may be authorized by City in writing which will not affect the contract amount authorized herein for City-funded work.

B. CONSULTANT may invoice CITY monthly for work done in the preceding month. The invoice shall generally describe services rendered and fees charged in reasonable detail. CITY shall pay CONSULTANT within 30 days of receipt of the invoice.

C. CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's work. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the testimony at CONSULTANT's standard hourly rate.

6. TIME OF PERFORMANCE

CONSULTANT shall begin performance of its services upon signing of this Agreement and delivery of insurance certificates to the City. Services shall continue until the project is completed as agreed unless terminated under Section 7 below.

7. TERMINATION

Either party may terminate this Agreement by giving 30 days' written notice to the other party. Upon termination, CONSULTANT shall give CLIENT all work done toward completion of its services. CLIENT shall pay CONSULTANT for work performed up to the date of termination in accordance with this Agreement.

8. OWNERSHIP OF WORK

All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT under this Agreement are CITY's property and shall be given to CITY at the completion of CONSULTANT's services. Any reuse of such reports or material is done at the sole risk of the CITY. Computer models used in the preparation of the study shall remain the property of the CONSULTANT.

9. LITIGATION

If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

10. ASSIGNMENT; SUBCONTRACTS

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11. INSURANCE

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Automobile Liability Comprehensive Automobile Liability, including: Non-Owned and Hired Autos	$1,000,000 per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory $1,000,000
Professional Liability Professional Liability Insurance	$1,000,000 per claim

CONSULTANT shall provide CITY with Certificate of Insurance evidencing each of the above coverages. Each such Certificate (excepting that for Workers' Compensation and Professional Liability Coverage) shall indicate that City is an additional insured; that the coverage afforded is primary to any other coverages which may be available to CITY in the event of loss; and that CITY will be provided with thirty (30) days' prior notice of cancellation in coverage, unless cancelled for nonpayment of premium, then ten (10) days prior notice will be given to CITY.

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CITY	CONSULTANT
City of Orland 815 Fourth Street Orland, CA 95963 Attention: Pete Carr	PMC 2729 Prospect Park Drive, Suite 220 Rancho Cordova, CA 95670 Attention: Philip O. Carter

15. WAIVERS

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16. MODIFICATIONS

No waiver, modification or termination of this Agreement is valid unless made in writing.

17. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

18. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CITY:	CONSULTANT:
City of Orland	PMC
By: _____	By: _____
Pete Carr City Manager	Philip O. Carter President