



AVAILABLE FOR REVIEW 72 HOURS
PRIOR TO THE CITY COUNCIL MEETING
AT THE SANGER LIBRARY, CITY CLERK'S
OFFICE AND THE SANGER CITY HALL
LOBBY.

AGENDA

SANGER CITY COUNCIL REGULAR MEETING

**THURSDAY, JUNE 2, 2022
6:00 P.M.**

**COUNCIL CHAMBER
1700 7th Street, Sanger, California 93657**

**The Council Chamber will be open to the public.
This meeting will also be available for public viewing and participation through Zoom.**

Weblink: <https://us02web.zoom.us/j/87649848638>

Telephone number: 1-669-900-9128

Meeting ID: 876 4984 8638

Public comment will be accepted in person, via Zoom, and by email at publicmeeting@ci.sanger.ca.us.

Prior to action by the Council on any item on this agenda, the public may comment on that item.

A. CALL TO ORDER

B. OPENING CEREMONIES

Invocation
Flag Salute
Roll Call

C. AGENDA APPROVAL, ADDITIONS AND/OR DELETIONS

D. CEREMONIAL MATTERS

1. Introduction of newly promoted Police Sergeant Henry Diaz.
2. Recognition of State Farm Insurance celebrating its 100th Anniversary and Proclaiming June 7, 2022 as STATE FARM DAY in the City of Sanger.

ANY WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE CITY COUNCIL LESS THAN 72 HOURS PRIOR TO A REGULAR MEETING REGARDING ANY ITEM ON THIS AGENDA WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION, DURING NORMAL BUSINESS HOURS, AT THE CITY CLERK'S OFFICE & CITY HALL LOBBY LOCATED AT 1700 7TH STREET AND SANGER LIBRARY 1812 7TH STREET, SANGER, CA 93657. THE DOCUMENTS ARE ALSO AVAILABLE ON THE CITY'S WEBSITE, WWW.CI.SANGER.CA.US.

E. PUBLIC FORUM

(This portion of the meeting is reserved for persons desiring to address the Council on any matter not otherwise on the agenda and within the jurisdiction of the City Council. Speakers shall address all comments to the Mayor and the Council as a body and not to any particular Councilmember or member of the staff. Speakers should limit their comments to three (3) minutes.)

F. CONSENT CALENDAR

(Matters listed under the consent calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Councilmember may request an item be removed from the Consent Calendar and it will be considered separately.)

1. SUBJECT: Minutes of the Special and Regular City Council Meetings held on February 17, 2022.
RECOMMENDATION: That the City Council approve.
2. SUBJECT: North Avenue Reconstruction Project – Academy Avenue to Faller Avenue.
RECOMMENDATION: That the City Council: 1) Award the contract for the Project to Emmett Valley Construction, 9662 W. Kearney Blvd., Fresno, CA 93706, in the amount of \$649,687.00, as Lowest Responsive and Responsible Bidder; 2) Approve a Construction Contingency for Change Orders in the amount of \$65,000 (10%) for this Project; and 3) Authorize the City Manager to execute Contract Documents on behalf of the City.
3. SUBJECT: Out of State Travel – Councilmember Hurtado.
RECOMMENDATION: That the City Council authorize Out of State Travel for Councilmember Hurtado to attend the NALEO 39th Annual Conference in Chicago, Illinois from June 22 – 26, 2022.

G. DEPARTMENT REPORTS

1. SUBJECT: Consolidating the Elections for Mayor and Council Members representing Districts 2 and 4 with the November 8, 2022, Statewide General Election.
RECOMMENDATION: That the City Council Adopt Resolution No. 2022-47 Calling and Giving Notice of the Holding of a General Municipal Election and Requesting the Board of Supervisors of the County of Fresno to Consolidate and Canvass the Election and Permit the County Clerk/Registrar of Voters to render Specified Services to the City of Sanger relating to the conduct of the Municipal Election to be held on November 8, 2022, and Appropriating Funds to pay for Said Services.

H. CITY MANAGER/STAFF COMMUNICATION

1. COVID-19 Update – informational only.

I. MATTERS INITIATED BY CITY COUNCIL MEMBERS

(This portion of the meeting is reserved for Council Members to initiate new matters and to request updates and/or status on existing matters. Under this section, the Council may also take action on any items specifically agendaized.)

J. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the City Clerk's Office at 559/876-6300 Ext 1350. Notification of 48 hours prior to the meeting will enable the City Clerk to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102.35.104 ADA Title II).

I certify under the penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 26th day of May 2022.



Corina Tamez, Deputy City Clerk

Proclamation

STATE FARM DAY **June 7, 2022**

WHEREAS, State Farm® is celebrating its 100th anniversary in 2022; and

WHEREAS, the City of Sanger, California, recognizes the positive impact the company and its agents have on our community as they have been taking care of customers in California since 1928; and

WHEREAS, State Farm® provides protection for Sanger citizens through auto insurance, property insurance, and life insurance, as well as providing financial services; and

WHEREAS, State Farm® was founded in the United States on the seventh day of June in the year 1922 by G.J. Mecherle, a farmer from Merna, Illinois.

***THEREFORE, BE IT RESOLVED,** that I, Eli Ontiveros, Mayor of the City of Sanger, the “Nation’s Christmas Tree City,” do hereby proclaim **June 7, 2022**, as **STATE FARM DAY** in the City of Sanger. I call upon the residents of this City to observe this day by demonstrating what being a good neighbor is all about through acts of kindness and making people feel welcome in our community.*

Dated this 2nd day of June 2022

*Eli Ontiveros
Mayor*





MINUTES OF A SPECIAL MEETING OF THE SANGER CITY COUNCIL

THURSDAY, FEBRUARY 17, 2022

5:30 PM

COUNCIL CHAMBER

1700 7TH Street

Sanger, California 93657

A. CALL TO ORDER

The City Council called their Special Meeting to order at 5:31 PM.

B. ROLL CALL

Present: Mayor Eli Ontiveros, Mayor Pro Tem Daniel Martinez, Councilmember Esmeralda Hurtado, Councilmember Michael Montelongo

Absent: Councilmember Humberto Garza

C. AGENDA APPROVAL

The Council by motion of Councilmember Hurtado deleted Item E-2 and approved the agenda as amended. The motion was seconded by Councilmember Montelongo and approved by the following vote:

AYES: ONTIVEROS, MARTINEZ, HURTADO, MONTELONGO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARZA

D. PUBLIC FORUM

None.

E. CLOSED SESSION

The City Council adjourned to Closed Session at 5:33 PM.

1. Pursuant to Government Code Section 54957.6
 CONFERENCE WITH LABOR NEGOTIATORS
 Agency designated representatives: City Manager, City Clerk/Deputy Personnel Officer, Fire Chief
 Employee Organizations: Sanger Middle Management Organization
2. Pursuant to Government Code Section 54956.9-DELETED
 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 Significant Exposure to Litigation
 Joshua Brockett v City of Sanger (Worker's Compensation Claim)

The Council reconvened their Special Meeting at 6:01 PM.

F. CITY ATTORNEY REPORT FROM CLOSED SESSION

City Attorney Hilda Cantu Montoy announced no reportable action was taken in Closed Session.

G. ADJOURNMENT

Being no further business, the Council adjourned their Special Meeting at 6:03 PM.

Rebeca P. Ramirez, City Clerk



MINUTES OF A JOINT MEETING OF THE SANGER CITY COUNCIL AND
SANGER FINANCING AUTHORITY

THURSDAY, FEBRUARY 17, 2022
6:00 P.M.
COUNCIL CHAMBER
1700 7th Street, Sanger, California 93657

A. CALL TO ORDER

The City Council called their meeting to order at 6:04 PM.

B. OPENING CEREMONIES

The invocation was offered by Pastor Paul Canaday.

The flag salute was led by Mayor Eli Ontiveros

Roll Call:

Present: Mayor Eli Ontiveros, Mayor Pro Tem Daniel Martinez, Councilmember Esmeralda Hurtado, Councilmember Michael Montelongo

Absent: Councilmember Humberto Garza

C. AGENDA APPROVAL, ADDITIONS AND/OR DELETIONS

The Council by motion of Councilmember Hurtado approved the agenda as presented. The motion was seconded by Mayor Pro Tem Martinez and approved by the following vote:

AYES: ONTIVEROS, MARTINEZ, HURTADO, MONTELONGO

NOES: NONE

ABSTAIN: NONE

ABSENT: GARZA

D. PRESENTATIONS

1. Karen Pearson, President/CEO of the Sanger Chamber of Commerce, presented their Quarterly Report.

E. PUBLIC FORUM

Raul Cantu spoke on behalf of Feda Sumrien regarding the proposed project of a mini market and restaurant at 2431 Jensen.

Kevin Carter said he would like to see Sanger get a share of the funds from the government infrastructure bill.

Unidentified member of the public said he was glad the Council did not vote on their pet projects and instead decided to do further research.

F. CONSENT CALENDAR

The Council by motion of Councilmember Montelongo pulled Item F-2 for further discussion and approved the following items on the Consent Calendar:

1. SUBJECT: APPROVED - Minutes of the Special Meeting and Regular Meeting held on December 16, 2021.
3. SUBJECT: APPROVED - Payroll including Direct Deposit Nos. 55863 through 56081; Payroll Check Nos. 58289 through 58322; and Benefit Check Nos. 1752 through 1759.
4. SUBJECT: INFORMATIONAL ITEM - Police Department Monthly Report.
5. SUBJECT: INFORMATIONAL ITEM - Fire Department Monthly Report.
6. SUBJECT: APPROVED - Remote City Council Meetings Under New Brown Act Requirements (AB 361).
The Council adopted Resolution No. 2022-10 Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361.
7. SUBJECT: APPROVED - Out of State Travel Request.
The City Council approved the out of state travel and training for the Fire Department Administrative Secretary to attend the National Conference on Ambulance Revenue Cycle, Management and Compliance in Las Vegas, Nevada from March 8 – 10, 2022.
8. SUBJECT: APPROVED - Final Acceptance for Road Reconstruction Project.
The City Council: 1) Accepted the work for the Reconstruction of K Street from 5th to 10th Streets, 8th Street from Faller Avenue to L Street, and Lyon Avenue from Webster Avenue to 9th Street in the amount of \$1,222,590.03; and 2) Authorized recordation of the Notice of Completion with the Fresno County Recorder; and 3) Authorized payment of the 5% retention in the amount of \$61,129.50 to AJ Excavation, Inc., upon expiration of the 35-day lien period.

9. **SUBJECT:** APPROVED - Final Acceptance – Bethel Avenue Sidewalk and Bicycle Lanes Project.
The City Council: 1) Accepted the work for the Bethel Avenue Sidewalk and Bicycle Lanes project in the amount of \$878,430.33; and 2) Authorized recordation of the Notice of Completion with the Fresno County Recorder; and 3) Authorized payment of the 5% retention in the amount of \$43,921.52 to Avison Construction, Inc. upon expiration of the 35-day lien period.
10. **SUBJECT:** APPROVED - Acceptance of Patrick Leahy Bulletproof Vest Partnership Grant.
The City Council accepted the Patrick Leahy Bulletproof Vest Partnership Grant in the amount of \$5,953.00 and adopted Resolution No. 2022-11 approving a FY 2021/22 budget amendment for acceptance of the grant.
11. **SUBJECT:** APPROVED - State Water Resource Control Board – California Water and Wastewater Arrearage Payment Program.
The City Council approved Resolution No. 2022-12 approving a budget adjustment to the FY 2021/22 budget to record the receipt and appropriation of \$136,063.82 from the State Water Resource Control Board for the California Water and Wastewater Arrearage Payment Program.

The motion was seconded by Mayor Pro Tem Martinez and approved by the following vote:

AYES: ONTIVEROS, MARTINEZ, HURTADO, MONTELONGO
NOES: NONE
ABSTAIN: NONE
ABSENT: GARZA

2. **SUBJECT:** INFORMATIONAL ITEM - Warrants including Check Nos. 85914 through 86050.

Unidentified member of the public asked for more information about Check Nos. 85927, 85953, and 85936.

City Manager Tim Chapa advised he would have staff contact him.

G. DEPARTMENT REPORTS

The City Council called for a Recess and Convened in Joint Session with Sanger Financing Authority.

1. **SUBJECT:** APPROVED - Issuance of Sanger Financing Authority Lease Revenue Refunding Bonds.

Public comment:

Unidentified member of the public said he hoped the Council and Staff did their due diligence because it is a lot of information.

The Council by motion of Mayor Pro Tem Martinez approved Resolution No. 2022-13 of the City Council of the City of Sanger authorizing the execution and delivery by the City of a Ground, Lease Agreement, Indenture and Term Sheet in connection with the issuance of Sanger Financing Authority Lease Revenue Refunding Bonds, Series 2022A, approving the issuance of such bonds in an aggregate principal amount of not to exceed \$1,500,000, and authorizing the execution of necessary documents and certificated and relation actions in connection with the issuance of 2022 Lease Revenue Refunding Bonds by the Sanger Financing Authority in accordance with Council's direction during the January 20, 2022 City Council meeting. The motion was seconded by councilmember Montelongo and approved by the following vote:

AYES: ONTIVEROS, MARTINEZ, MONTELONGO
NOES: HURTADO
ABSTAIN: NONE
ABSENT: GARZA

2. SUBJECT: APPROVED - Issuance of Sanger Financing Authority Lease Revenue Refunding Bonds.

The City Council by motion of Mayor Pro Tem Martinez approved Resolution No. 22-01 of the Board of Directors of the Sanger Financing Authority, Sanger, California, authorizing the execution and delivery by the Authority of a Ground Lease, Lease Agreement, an Indenture, an Assignment Agreement, an Escrow Agreement and a Term Sheet in connection with the issuance of Sanger Financing Authority Lease Revenue Refunding Bonds, Series 2022A, authorizing the issuance of such bonds in an aggregate principal amount of not to exceed \$1,500,000, and authorizing the execution of necessary documents and certificates and related actions in connection with the issuance of 2022 Lease Revenue Refunding Bonds in accordance with Council's direction approved during the January 20, 2022 City Council meeting. The motion was seconded by Councilmember Montelongo and approved by the following vote:

AYES: ONTIVEROS, MARTINEZ, MONTELONGO
NOES: HURTADO
ABSTAIN: NONE
ABSENT: GARZA

The Council Adjourned the Joint Session and Resumed the City Council Meeting.

3. SUBJECT: APPROVED - Small Business Grant Program – Round Four.

Public comment:

Karen Pearson said businesses with 10 employees are in need and businesses that opened in 2019 are in need as well.

Kevin Carter said he wondered what other things the funds can be used for.

The City Council by motion of Councilmember Hurtado adopted Resolution No. 2022-14 approving Round Four of the Small Business Grant Program to distribute approximately \$275,000 in remaining funds and approving Guidelines and Criteria with amendments. The Council amended the Operation Date from 2019 to 2021 and asked that Staff clearly define what a self-employed business is for qualification. The motion was seconded by Councilmember Montelongo and approved by the following vote:

AYES: ONTIVEROS, MARTINEZ, MONTELONGO
NOES: HURTADO
ABSTAIN: NONE
ABSENT: GARZA

H. CITY MANAGER/STAFF COMMUNICATION

1. COVID-19 Update – informational only.

City Manager Chapa provided a COVID-19 update.

2. City Manager Chapa announced that the State passed a COVID sick leave policy retroactive to January 1, 2022 and through September 30, 2022, providing paid sick leave for certain COVID related conditions.

I. MATTERS INITIATED BY CITY COUNCILMEMBERS

1. Governor's Reward Program.

Police Chief Greg Garner provided a summary of the Governor's Reward Program.

2. Councilmember Hurtado asked for a consensus to place an item on a future meeting agenda to appropriate \$1,000 for the Women's History Month Celebration. Consensus was given.

3. Councilmember Montelongo asked whether the PG&E project will conflict with the softball/baseball schedule at Rotary Field and whether porta-potties with hand washing facilities can be placed at Rotary Field during project construction.

4. Councilmember Montelongo asked for a consensus to place an item on a future meeting agenda regarding an Academy Corridor Ad Hoc Committee to include two councilmembers, city manager and community development director. Consensus was given.

J. ADJOURNMENT

Being no further business, the Council adjourned their Joint Meeting at 7:47 PM.

Rebeca P. Ramirez, City Clerk



CITY OF SANGER

REPORT TO THE CITY COUNCIL

To: Mayor and City Council
From: Joshua Rogers, City Engineer
Subject: North Avenue Reconstruction Project – Academy Ave to Faller Ave Contract Award

Attachment:
1. Contract

CONFLICT OF INTEREST:

None known.

RECOMMENDATION:

Staff recommends that the City Council:

1. Award the contract for the project to Emmett Valley Construction, 9662 W. Kearney Blvd., Fresno, CA 93706, in the amount of \$649,687.00, as lowest responsive and responsible bidder; and
2. Approve a construction contingency for change orders in the amount of \$65,000 (10%) for this project; and
3. Authorize the City Manager to sign contract documents on behalf of the City.

EXECUTIVE SUMMARY:

This federally-funded project will reconstruct the asphalt roadway pavement, construct curb, gutter and sidewalk where missing west of Faller Avenue, and convert the existing 4-lane roadway to a 3-lane facility with bicycle and parking lanes to match the geometrics west of Academy Avenue.

Prepared by: Joshua Rogers

Approved by: _____

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

X Consent

_____ Info Item

X Action Item

_____ Department Report

_____ Redevelopment Agency

_____ Public Hearing

_____ Matter Initiated by a Council Member

_____ Other

_____ Continued to: _____

BACKGROUND:

North Avenue was previously rebuilt between Academy Avenue and Bethel Avenue in 2017 and 2018. This project will continue the roadway improvements on North Avenue east of Academy Avenue up to Faller Avenue. The project will reconstruct the roadway pavement and complete the frontage improvements, including curb, gutter and sidewalk, where missing on the north side of the road between the Sanger Crossings Apartment Complex and Faller Avenue. A road diet will be implemented to convert the existing 4-lane roadway to a two-lane roadway with continuous two-way left turn lane, bicycle lanes and parking lanes, matching the improvements previously completed west of Academy Avenue.

The project was selected for funding in Fresno COG’s competitive Regional Bid application process for federal Surface Transportation Block Grant (STBG) funding and is funded to the maximum extent with those federal funds.

During the project bidding phase, the Notice Inviting Bids was advertised in the Mid Valley Times and circulated in the local builders’ exchanges. Additionally, other reputable contractors experienced with this type of construction were made aware of the project and invited to bid on the project as well.

On May 24, 2022 the City Clerk received and opened nine bid proposals for this project:

Contractor	Bid
1. Emmett Valley Construction	\$649,687.00
2. Dave Christian Construction Co.	\$721,009.10
3. R.J. Berry, Jr., Inc.	\$722,095.00
4. Emmett’s Excavation, Inc.	\$735,066.00
5. Bush Engineering, Inc.	\$753,149.00
6. Avison Construction	\$795,894.00
7. MAC General Engineering	\$811,291.50
8. American Paving Co.	\$839,709.00
9. Dawson-Mauldin, LLC	\$894,277.00
Engineer’s Estimate	\$789,439.00

The bids were analyzed and it was determined that Emmett Valley Construction submitted the lowest responsive and responsible bid and as such, Staff recommends that they be awarded the contract.

REASON FOR RECOMMENDATION:

Award of the contract will allow the City to proceed with the project.

FISCAL IMPACT:

The estimated cost for the construction phase of the project is \$812,140, as detailed below:

- Construction - \$649,687
- Construction Contingency - \$65,000
- Construction Management/Inspection/Testing/Admin - \$97,453

As mentioned above, the project is being funded with federal STBG funding and the local match is utilizing Gas Tax funds.

ALTERNATIVES:

The Council may reject all bids and re-advertise, although this is not recommended based on competitive pricing in comparison to the Engineer's Estimate.

ACTIONS FOLLOWING APPROVAL:

The contract will be executed, subject to the Contractor providing performance security satisfactory to the City. After issuance of the Notice to Proceed, the Contractor will have 45 working days to complete the project.

ATTACHMENT 1

CONTRACT

THIS CONTRACT, is made by and between Emmett Valley Construction, hereinafter called the Contractor, and the City of Sanger, hereinafter called the Owner.

WITNESSETH:

The Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

1. SCOPE OF WORK.

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for the

NORTH AVENUE RECONSTRUCTION FROM ACADEMY AVENUE TO FALLER AVENUE Federal Aid Project No. STPL-5197(040)

as shown on the plans prepared by Yamabe & Horn Engineering, Inc., in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner and other Contract Documents relating thereto.

2. CONTRACT DOCUMENTS.

The term Contract includes all "Contract Documents" which include the following:

- A. Advertisement (Notice Inviting Bids)
- B. Wage Scale (Prevailing Wages)
- C. Standard Specifications ¹
- D. Special Provisions
- E. Plans and Drawings
- F. Addenda and Bulletins
- G. Contractors Bid Proposal hereto attached
- H. This Contract

In the event of a conflict between this Contract and any portion of the Standard Specifications or Special Provisions, to the extent of such conflict, this Contract shall control.

3. COMPENSATION.

The Owner agrees to pay the Contractor for the performance of the Contract the sum of Six hundred forty-nine thousand six hundred eighty-seven dollars and no cents (\$649,687.00).

¹ This Contract shall be subject to the Claims Resolution Process under Public Contract Code Section 9204 which is effective January 1, 2017; contrary language in Standard Specifications is superseded by said Section 9204.

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

4. SUSPENSION OF THE WORK.

- A. General: The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Owner except as otherwise provided in subsection 7C.
- B. Archaeological and Paleontological Discoveries: If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils. The Contractor shall be entitled to an extension of time and compensation in accordance with Section 7.

5. TERMINATION OF THE CONTRACT FOR DEFAULT.

- A. General: If, prior to the acceptance of the Work, the Contractor:
- (1) Becomes insolvent, assigns its assets for the benefit of its creditors, is unable become due, or is otherwise financially unable to complete the Work;
 - (2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 - (3) Disregards written instructions from the Engineer or materially violates provisions of the Contract Documents;
 - (4) Fails to prosecute the Work according to the schedule approved by the Engineer;
 - (5) Disregards laws or regulations of any public body having jurisdiction; or
 - (6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.
- B. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the Surety shall be transmitted as follows:

- (1) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

- C. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.
- D. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:
 - (1) Will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 - (2) May use any materials, equipment, tools, or other facilities furnished by the Contractor to secure and maintain the Work site; and
 - (3) May furnish labor, equipment, and materials the Owner deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

- E. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety

if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

F. **Payment:** The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

6. TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The Owner may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Owner.

A. **Notice:** The Owner will issue a written notice of termination for convenience as follows:

- (1) Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

B. **Cessation of Work:** Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

C. **Payment:** The Contractor will be paid without duplication for:

- (1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;
- (2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Owner no later than 90 days from the effective date of termination, unless extended, in writing, by the Owner upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Owner may determine the amount, if any, due the Contractor as a result of the termination. The Owner will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Owner as being reasonable, the Contractor shall provide notice to the Owner within 30 Days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Owner and the Contractor agree thereto, or as fixed in a court of law.

7. DELAYS AND EXTENSIONS OF TIME.

- A. General: If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather, or elements necessitating cessation of work, inability to obtain materials, labor, or equipment, required Extra Work, or other specific events as may be further described in the Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Owner. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract.

If delays beyond the Contractor's control are caused solely by action or inaction of the Owner, such delays will entitle the Contractor to an extension of time per subsection B of this Contract.

- B. Extensions of Time: Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.
- C. Payment for Delays: Pursuant to Public Contract Code Section 7102, the Contractor will be compensated for damages incurred due to delays for which the Owner is responsible. Such actual costs will be determined by the Engineer. The Owner will not be liable for

damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

- D. Written Notice and Report: If the Contractor desires payment for a delay as specified in subsection C above or an extension of time, it shall file with the Engineer a written request and report of cause within 30 Days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such a request.
- E. Time of Completion: The Contractor shall complete the Work in the time specified in the Contract or the Special Provisions. The Contractor shall complete each portion of the Work within the time specified as in the Contract or the Special Provisions for such portion. Unless otherwise specified in the Contract or the Special Provisions, the time of completion of the Contract shall be expressed in Working Days.
- F. Contract Time Accounting: The Engineer will make a daily determination of each Working Day to be charged against Contract time. These determinations will be discussed, and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

8. COMPLETION, ACCEPTANCE, AND WARRANTY.

- A. Completion: The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.
- B. Acceptance: Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that the Contractor's performance of the Contract be accepted.
- C. Warranty: The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 2 years. The warranty period shall start on the date the Work was completed as determined by the Engineer.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

All warranties express or implied, from subcontractors, manufacturer, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Owner, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Owner may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the Owner for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

9. LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 7 above, the Contractor shall pay to the Owner, or have withheld from monies due it, the sum of \$500.00, unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the Owner and the Contractor that \$500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

10. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 *et seq.*, Owner shall not be liable for, and Contractor shall defend, indemnify, and hold harmless Owner and its officers, agents, engineers, architects, consultants, employees and volunteers (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Owner Parties. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence, or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

11. INSURANCE.

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Contract, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The Owner, its officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents, or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents, or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Owner. All endorsements are to be received and approved by the Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries, or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this Contract or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

12. WORKERS COMPENSATION.

Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured shall be provided the Owner.

13. BONDS.

The Contractor shall forthwith furnish in triplicate two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work (hereafter "Performance Bond"). The second bond shall serve as security for the faithful performance and satisfaction of the persons furnishing materials and performing labor on the work (hereafter "Payment Bond"). Both bonds shall be written by a surety company licensed to transact surety business in the State of California and in the form prescribed by law.

The Performance Bond shall remain in force throughout the period required to complete the work and thereafter for a period of 730 calendar days after final acceptance of the work. The Payment Bond will be released 35 days after the recording date of the Notice of Completion, provided no liens are filed with the Owner. The Payment Bond shall contain provisions such that if the Contractor or its subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay reasonable attorneys' fees to be fixed by the court.

14. DEFECTIVE MATERIALS; DEFECTIVE WORK.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twenty four (24) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse

the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

15. LABOR STANDARDS.

A. General: Contractor agrees that construction work shall be subject to the provisions of state and local regulations. In particular, Contractor agrees to comply with all applicable Labor Code requirements whether or not expressly stated herein.

B. Wages:

(1) General: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

(2) State: The Owner has obtained from the Department of Industrial Relations the general prevailing rate of wages in the vicinity of the work to be performed under this Contract. These wage rates are maintained on file by Owner at its principle office and will be made available to any interested party upon request.

(3) Enforcement: These wage rates shall be enforced under Sections 1770 through 1780 of the California Labor Code. The Contractor shall be liable for forfeitures or penalties incurred from noncompliance with Labor Code provisions.

(4) Payroll Records: Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work on the Project. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted weekly to Owner c/o Yamabe and Horn Engineering Inc. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement.

- C. Preference for Resident Labor: Whenever possible in the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.
- D. Hours of Labor: Pursuant to the Labor Code, eight hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight hours of labor in a day from any person employed in the performance of the work under this Contract except for authorized work as provided under paragraph Subsection E below. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure to comply with the provisions of this Contract.
- E. Overtime Work: In accordance with Labor Code Section 1813, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Labor Code Sections 1810-1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

- F. Apprentices: The Contractor and subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship Standards and its branch offices.

- G. Compliance with SB 854: California Labor Code: Contractor represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854 and acknowledges the following:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (4) No bid proposals will be accepted, nor any contract entered into with a contractor without proof of registration described above.
- (5) Contractor must post any job site notices required by regulation. It is the Contractor's responsibility to know the current regulations.
- (6) Contractor must furnish electronic certified payroll records to the Division of Labor Standards Enforcement ("Labor Commissioner") as required. The Contractor is responsible for checking with the Department of Industrial Relations for any notices regarding this requirement.

LAWS, REGULATIONS AND PERMITS.

- H. General: The Contractor shall give the notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the drawings, specifications are at variance with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule, or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules, or regulations.
- I. Permits and Licenses: Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.
- J. Patents and Royalties: The costs involved in fees, royalties or claims for any patented invention, article, process, or method that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and Contractor's sureties shall protect, defend, and hold Owner together with Owner's officers, agents, and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used

under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the design concept and the construction Contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, Owner's officers, agents, and employees or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

16. CALIFORNIA LAW AND VENUE.

The terms of this Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. In the event any part of this Contract shall be held to be invalid, void, or otherwise unenforceable for any reason, the Contract shall be modified rather than voided, if possible, in order to achieve the intent of the parties to the extent possible and in any event, all other provisions of this Contract shall remain valid and enforceable.

17. MUTUAL NEGOTIATION.

Contractor acknowledges that the provisions herein have been mutually negotiated and neither party shall be construed to be the drafter of this Contract.

18. ATTORNEY'S FEES.

In the event of litigation concerning this Contract the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

19. FHWA-1273

The Contractor agrees to comply with all provisions of Form FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts" that apply to this project which is attached herewith.

20. FEDERAL WAGE DETERMINATION

The Contractor shall utilize Federal Wage Determination CA20220018, Modification 6 dated 04/01/22 for this project which is attached herewith.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 2022.

CITY OF SANGER
(OWNER)

EMMETT VALLEY CONSTRUCTION
(CONTRACTOR)

By: _____
Tim Chapa, City Manager

By: _____

Approved as to Form:

Title: _____

City Attorney

Federal Taxpayer I.D. No.



CITY OF SANGER

REPORT TO THE CITY COUNCIL

To: Mayor and Councilmembers
From: Tim Chapa, City Manager
Subject: Authorization for Out of State Travel - Councilmember Esmeralda Hurtado
Attachments: None

CONFLICT OF INTEREST:

None known.

RECOMMENDATION:

That the City Council authorize Out of State travel for Councilmember Hurtado to attend the NALEO 39th Annual Conference in Chicago, Illinois from June 22 – 26, 2022.

EXECUTIVE SUMMARY:

Councilmember Hurtado requested and received a consensus from the City Council to bring an item back to Council to consider approval of out-of-state travel to attend the NALEO Annual Conference.

The estimated cost to attend the Conference is \$3,671.00. Councilmember Hurtado’s remaining travel budget is \$2,530.18. Councilmember Hurtado’s out of pocket cost is estimated at \$1,140.82.

BACKGROUND:

The National Association of Latino Elected and Appointed Officials (NALEO) is a non-partisan membership association whose constituency includes Latino elected and appointed officials from across the country committed to ensuring that Latino elected and appointed officials are effective advocates for the communities they serve.

Prepared by: Becky Ramirez

Approved by: _____

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

- X Consent
- _____ Info Item
- X Action Item
- _____ Department Report
- _____ Redevelopment Agency

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

FISCAL IMPACT:

The total estimated cost related to this travel is \$3,671.00 which covers the expense of registration, travel, food, and lodging. Councilmember Hurtado's current travel budget of \$2,530.18. Councilmember Hurtado will reimburse the City for the difference, estimated at \$1,140.82.

ALTERNATIVES:

The Council not approve the out-of-state travel request.

ACTIONS FOLLOWING APPROVAL:

Confirmation of travel arrangements and accommodations.



CITY OF SANGER

REPORT TO THE CITY COUNCIL

To: Mayor and Council Members
From: Becky P. Ramirez, City Clerk
Subject: Consolidating the Elections for Mayor and Council Members representing Districts 2 and 4 with the November 8, 2022 Statewide General Election.
Attachments: Resolution No. 2022-47

CONFLICT OF INTEREST:

None known.

RECOMMENDATION:

That the City Council adopt Resolution No. 2022-47 calling and giving notice of the holding of a general municipal election to be held on Tuesday, November 8, 2022, for the election of certain officers and requesting the Board of Supervisors of the County of Fresno to consolidate and canvass the election and permit the County Clerk/Registrar of Voters to render specified services to the City of Sanger relating to the conduct of the municipal election to be held on November 8, 2022, and appropriating funds to pay for said services.

EXECUTIVE SUMMARY:

This resolution will formally call the city elections of Mayor and Councilmembers for Districts 2 and 4, and requests the Fresno County Clerk/Elections Official to consolidate and conduct the city elections along with the Statewide General Election scheduled for November 8, 2022.

Prepared by: Becky P. Ramirez

Approved by: _____

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

- | | |
|-------------------------------------------------|--------------------------------------------|
| <input checked="" type="checkbox"/> Consent | _____ Public Hearing |
| _____ Info Item | _____ Matter Initiated by a Council Member |
| <input checked="" type="checkbox"/> Action Item | _____ Other |
| _____ Department Report | _____ Continued to: _____ |
| _____ Redevelopment Agency | |

This resolution also will satisfy the Elections Code requirement that the City agrees to pay the County Clerk for services in consolidating and conducting the city elections. With adoption of this resolution, candidates for Mayor and the two Councilmember seats are able to pick up and file their candidacy papers at City Hall, but otherwise the elections will be conducted completely by the County Clerk. The resolution also provides that if there is the same or an insufficient number of nominees, the City Council can elect to fill the office by appointment.

BACKGROUND:

According to City Code § 2-1, the general municipal elections of the city are to be consolidated with and held on the same day as the even-numbered Statewide General Election, which this year is on November 8, 2022. Pursuant to City Code § 2-29, elections for the offices of Mayor and Councilmembers representing Districts 2 and 4 are due to be held on that date.

The Candidate Nomination period is from July 18, 2022 through August 12, 2022. If an incumbent does not file for re-election, the nomination period for that incumbent's office is extended five calendar days to August 17, 2022 for non-incumbents only.

FISCAL IMPACT:

The estimated cost of \$10,000 is included in the FY 2020/21 budget.

ALTERNATIVES:

None.

ACTIONS FOLLOWING APPROVAL:

The City Clerk will file a certified copy of the resolution with the Board of Supervisors and the County Clerk for the County of Fresno.

RESOLUTION NO. 2022- 47

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS OF SAID CITY AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10400 ET SEQ.; TO PERMIT THE COUNTY CLERK/REGISTRAR OF VOTERS OF FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY OF SANGER RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10002; AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES

WHEREAS, the next Statewide General Election will take place on November 8, 2022; and

WHEREAS, the City of Sanger, will hold a Regular Municipal Election on Tuesday, November 8, 2022, for the election of councilmember for District 2 and District 4, each for a four-year term and voted by district, and for the election of Mayor for a two-year term and voted at-large; and

WHEREAS, it is the desire of the City Council of the City of Sanger to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to consolidate said election with the Statewide General Election pursuant to Part 3 of Division 10 of the Elections Code of the State of California (commencing with Section 10400) to be held on the same date and that, within the City of Sanger, the precincts, vote center locations, ballot drop box locations, and election officers of the three (3) elections be the same; the County Clerk/Registrar of Voters canvass the returns of the Regular Municipal Election; and the election be held in all respects as if there were only one (1) election; and

WHEREAS, it is the desire of the City Council of the City of Sanger to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to render specified services to the City of Sanger relating to the conduct of a Municipal Election pursuant to Section 10002 of the Elections Code of the State of California; and

WHEREAS, Section 10002 of the Elections Code of the State of California requires the City of Sanger to reimburse the County of Fresno in full for the services performed upon presentation of a bill to the City of Sanger.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANGER:

SECTION 1. A General Municipal Election is called and ordered for the City of Sanger to be held on November 8, 2022, for the purpose of the election of members of the City Council to represent the Districts 2 and 4, each for a four-year term and voted by district, and of the election of Mayor for a two-year term and voted at-large.

SECTION 2. Pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Fresno is hereby requested to consent and agree to the consolidation of the General Municipal Election and the Statewide General Election on November 8, 2022.

SECTION 3. The County Clerk/Registrar of Voters of the County of Fresno is authorized to canvass the returns of the Regular Municipal Election. The election shall be held in all respects as if there were only one (1) election, and only (1) form of ballot shall be used. In accordance with the provisions of Section 10403 of the Elections Code of the State of California, the City Council of the City of Sanger acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election pursuant to Section 10418 of the Elections Code of the State of California.

SECTION 4. The Board of Supervisors of the County of Fresno is requested to direct the County Clerk/Registrar of Voters to take any and all steps necessary for and related to the holding of the consolidated election in a manner consistent with law, including, without limitation: the provision of all election materials and equipment; publication of notices; the hiring, training and supervision of election officers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying and canvassing of votes; and the certification of election results.

SECTION 5. The offices to be filled which shall appear on the November 8, 2022 ballot are as follows:

Mayor	2-year term	to expire 11/2024
District 2 Councilmember	4-year term	to expire 11/2026
District 4 Councilmember	4-year term	to expire 11/2026

SECTION 6. A sum be appropriated and set aside from the General Funds of the City of Sanger to reimburse the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Sanger.

The foregoing resolution was approved and adopted by the City Council of the City of Sanger at a regular meeting of the City Council held on June 2, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

ATTEST:

Mayor

City Clerk