



BAKERSFIELD CITY COUNCIL AGENDA MEETING OF NOVEMBER 7, 2018

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meeting 5:15 PM

REGULAR MEETING - 5:15 PM

1. ROLL CALL

Introduction of students participating in Teen Government Day.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. PUBLIC STATEMENTS

- a. Written material submitted during the public statements portion of the meeting.

6. WORKSHOPS

7. APPOINTMENTS

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

- a. Approval of minutes of the October 17, 2018, Regular City Council Meetings.

Payments:

- b. Receive and file department payments from October 5, 2018, to October 25, 2018, in the amount of \$29,904,612.21, Self Insurance payments from October 5, 2018, to October 25, 2018, in the amount of \$627,074.32, totaling \$30,531,686.53.

Ordinances:

- c. First reading of an ordinance repealing and replacing Chapter 5.50 of the Bakersfield Municipal Code relating to taxis.
- d. First reading of an ordinance amending the text of Title 17 of the Bakersfield Municipal Code within Chapter 17.60 (Signs) related to noncommercial sign regulations. *This amendment*

does not make any changes to commercial sign regulations.

- e. Adoption of ordinances amending Bakersfield Municipal Code Sections 17.20.040, 17.22.40, 17.24.040, 17.25.040, 17.26.040, 17.28.030 and 17.30.030 related to zoning.
- Ward 4 f. Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from E (Estate) and R-1 (One Family Dwelling) to DI (Drill Island) on approximately 0.91 acres located north of Austin Creek Avenue and east of Renfro Road in northwest Bakersfield. (ZC # 18-0034 – McIntosh & Associates, representing Cumberland Family Trust, property owner).

Resolutions:

- Ward(s) 1, 2, 3, 7 g. Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and authorizing collection of the assessments by the Kern County Tax Collector.
- Ward(s) 2, 5, 7 h. Resolutions of intention (ROI) to add the following areas to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report for each:
1. ROI No. 1983 adding Area 3-110 (6001 Windermere Street) – Ward 5
 2. ROI No. 1984 adding Area 4-188 (185 Hayden Court) – Ward 2
 3. ROI No. 1986 adding Area 5-98 (2029 Hosking Avenue) – Ward 7
 4. ROI No. 1987 adding Area 3-111 (2201 and 2311 Taft Highway) – Ward 7
- Ward 6 i. Resolution of Intention No. 1985 to form Traffic Signal Maintenance District designated as TS-27 (NEC of Ashe Road and Panama Lane) and preliminarily approving, confirming, and adopting the Public Works Director's Report.

Agreements:

- Ward 4 j. Final Map and improvement agreement with Kelly Bailey Construction, Inc., for Tract 7237, located at the southeast corner of Jenkins Road and Hinault Drive.
- Ward 2 k. Term sheet for the Infrastructure for Rebuilding America (INFRA) grant.

- l. Agreement to hold harmless and indemnify the County of Kern related to the exchange of equipment purchased on the City's behalf by the Kern County Office of Emergency Services with funding from the Fiscal Year 2018 State Homeland Security Grant Program.
- Ward 2
- m. Utility agreement with the Pacific Gas and Electric Company (\$724,008) for the relocation of electric distribution facilities in conflict with the Centennial Corridor, Phase 4 Project.
- Ward 1
- n. Agreement with Bakersfield Senior Center, Inc. (\$85,000), for operational expenses at 530 4th Street.
 - o. Memorandum of understanding with North Kern Water Storage District, Buena Vista Water Storage District, Kern County Water Agency, and Kern Delta Water District regarding cooperation and cost sharing associated with Isabella Dam Repairs.
 - p. Approval of Fiscal Year 2018-19 Emergency Solutions Grant (ESG) agreements:
 - 1. Bethany Services/Bakersfield Homeless Center (\$63,363) for ESG funds to provide emergency shelter services at 1600 East Truxtun Avenue;
 - 2. The Mission at Kern County (\$63,363) for ESG funds to support emergency shelter activities at 816 East 21st Street;
 - 3. Alliance Against Family Violence and Sexual Assault (\$26,500) for ESG funds to support emergency shelter services administered at 1921 19th Street;
 - 4. Flood Bakersfield Ministries (\$22,982) for ESG funds for street outreach services administered at 601 24th Street; and
 - 5. Bethany Services/Bakersfield Homeless Center (\$95,446) for ESG funds to provide rapid re-housing program services administered at 1600 East Truxtun Avenue.
 - q. Job Development Program with the Bakersfield Homeless Center (BHC):
 - 1. Agreement with BHC to provide staffing for the City of Bakersfield Animal Care Center for a period of five years, with annual not to exceed amounts of: \$303,000; \$330,000; \$357,000; \$385,000; and \$385,000.
 - 2. Agreement with BHC to provide staffing for the sorting of green waste material at the Mount Vernon Green Waste Recycling Facility for a period of five years, with annual not to exceed amounts of: \$223,100; \$241,730; \$260,245; \$278,875; and \$278,875.
 - 3. Agreement with BHC to provide staffing for the Water

Resources Department to assist with basic cleanup of sumps, canals and basins and related work for a period of five years, with annual not to exceed amounts of: \$104,050; \$113,400; \$122,800; \$132,350; and \$132,350.

- | | |
|--------------------|--|
| Ward 1 | <p>r. Mount Vernon Green Waste Facility operations:</p> <ol style="list-style-type: none"> 1. Agreement with Screen 2 Crush, Inc. (\$2,087,582), to purchase a compost screening system for the Mount Vernon Green Waste Facility. 2. Appropriate \$457,852 in Equipment Fund balance to the Public Works operating budget. 3. Appropriate \$92,148 from the Refuse Enterprise Fund to the Public Works operating budget. |
| | <p>s. Amendment No.1 to Agreement No. 18-008 with Data Ticket, Inc. (to include the addition of Assembly Bill 503 services/fees) for the continued processing of parking citations for the Bakersfield Police Department.</p> |
| Ward(s) 1, 2, 6, 7 | <p>t. Contract Change Order Nos. 108, 113, 117, 126, 127, and 136 to Agreement No. 14-241 with Security Paving Company (\$618,686.15; revised not to exceed \$85,822,353.24) for the Beltway Operational Improvements Project.</p> |
| Ward 2 | <p>u. Contract Change Order Nos. 14, 16, 18, 19, and 20 to Agreement No. 17-171 with Granite Construction Company (\$223,242.13; revised not to exceed \$8,021,356.17) for the Truxtun Avenue Operational Improvements.</p> |
| Ward 2 | <p>v. Contract Change Order No. 11 to Agreement No. 17-206 with Cal Prime, Inc. (\$59,130.58; revised not to exceed \$2,079,856.46), for the Westpark Street Improvements Project.</p> |
| Ward 5 | <p>w. Contract Change Order No. 3 to Agreement No. 18-038 with Insituform Technologies, LLC (\$40,382.67; revised not to exceed \$2,015,369.30), for the construction of the Sewer Rehabilitation in Campus Park Area between Old River Road and Gosford Road Project.</p> |
| Ward 1 | <p>x. Contract Change Order No. 2 to Agreement No. 17-170 with GSE Construction (\$15,252.04; revised not to exceed \$1,709,893.04) for the Wastewater Treatment Plant No. 2 Grit Chamber and Distribution Box Concrete Repair Project.</p> |

Property Acquisition Agreements - TRIP:

- y. Agreement with Rosedale Rio Bravo Water Storage District (\$171,409.70) to purchase real property located at southeast corner of Stockdale Highway and Enos Lane for the Centennial Corridor Project.

Ward 2

- z. Relocation of billboard signs relating to the Centennial Corridor Project:
1. Amendment No. 2 to Agreement No. 13-212 with Lamar Central Outdoor, LLC., to revise commencement date of lease at 3845 and 3857 Stockdale Highway.
 2. Amendment No. 3 to Agreement No. 13-211 with Lamar Central Outdoor, LLC., to revise the timing of the relocation of the billboard signs.

Bids:

Ward(s) 2, 6

- aa. Bakersfield Freeway Connector Project:
1. Accept the bid and award the contract with Security Paving Company (\$48,586,395.00) to construct said project.
 2. Construction management agreement with AECOM (not to exceed \$4,500,068.00), for construction management services.
 3. Amendment No. 6 to Agreement 14-288 with Parsons Transportation Group (\$418,000.00; revised not to exceed \$35,496,998.00) for support services during construction.

Ward 2

- ab. Accept the bid and approve the contract with Granite Construction Company (\$1,499,695) for sewer relocation and parking lot modifications at 4646 California Avenue for the Centennial Corridor Project.
- ac. Accept the bid and approve the contract with JCI Jones Chemicals, Inc. (\$60,000), for the annual contract to supply sodium hypochlorite.
- ad. Accept the bid and approve the contract with J. L. Plank, Inc., dba Cen-Cal Construction (\$400,000), for an annual contract for canal liner repair.
- ae. Accept the bid from Central California Power JCB (\$240,134.59) for two articulated four-wheel drive loaders for use by the Public Works Department, Streets Division.
- af. Accept the bid from Central California Power JCB (\$231,744.83) for a four-wheel drive loader for use by the Public Works Department, Streets Division.

Ward 2

- ag. Accept the bid and approve the contract with Cen-Cal Construction (\$1,196,000) for construction of the Downtown Pedestrian Connectivity Project.
- ah. Accept the bid from Mullahey CDJR (\$200,087) for the purchase of 10 full-size half-ton pickups for use by the Recreation and Parks and Public Works Departments.

- ai. Accept the bid from Jim Burke Ford (\$94,538.28) for two utility pickups with dump beds for use by the Recreation and Parks Department.
- aj. Accept the bid from Gordon Industrial Supply (\$71,621.55) for Toshiba variable frequency drives for the Public Works Department, Wastewater Division.

Miscellaneous:

- ak. Reclassification of Accounting Clerk II to Accountant I in the Finance Department.
- al. Fiscal Year 2017-18 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.
- am. Transportation Development Act Article 3 (TDA 3) grant funds:
 - 1. Appropriate \$242,374 in TDA 3 grant funds to the Public Works Department's Capital Improvement Program budget in the Bikeway and Pedestrian Pathway Fund for the following projects: Pedestrian Improvements (Brundage Lane); Downtown Bicycle Parking; Kern River Parkway Rehabilitation (Paladino Drive to Alfred Harrell Highway); Kern River Bikeway Undercross Lighting (Stockdale Highway to Allen Road); and Pedestrian Improvements (L Street).
 - 2. Appropriate \$8,000 in TDA 3 grant funds to the Recreation and Parks Department's operating budget within the Bikeway and Pedestrian Pathway Fund for the Build-A-Bike Program.
- an. Appropriate \$26,000 in Equipment Fund balance to the Public Works Department's operating budget to fund the cost of a three-quarter ton pickup for the Recreation and Parks Department.

Successor Agency Business:

- ao. Receive and file Successor Agency payments from October 5, 2018, to October 25, 2018, in the amount of \$50,000.00.

9. CONSENT CALENDAR PUBLIC HEARINGS

Staff recommends conducting Consent Calendar Public Hearing and approval of items.

10. HEARINGS

11. REPORTS

12. DEFERRED BUSINESS

13. NEW BUSINESS

- a. Resolution setting the dates of the regular City Council meetings, budget hearings, and department budget presentations for calendar year 2019.

Staff recommends Council determination.

- b. Resolution declaring a shelter crisis in the City of Bakersfield pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2) and in accordance with the requirements of eligibility to access state Homeless Emergency Aid Program (HEAP) funding.

Staff recommends approval of the resolution.

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Public Statements 5. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, Assistant City Clerk

DATE: 11/13/2018

WARD:

SUBJECT: Written material submitted during the public statements portion of the meeting.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
▣ Eddy Laine	Correspondence
▣ Pat Nolan	Correspondence
▣ Ann Silver	Correspondence

11/7/18 Public Statement
Eddy Laine

MESA VERDE/GEO CONCERNS

(Note: GEO is the large for-profit corporation that runs Mesa Verde)

The following concerns relate to Mesa Verde and the “humane environments” that provide “extensive recreational and educational amenities” which GEO’s website indicates GEO provides in its “state-of-the art residential centers that meet the needs of the individuals” in GEO’s care (note: this is a direct quote from GEO’s website—thanks to Pat Nolan of the First Congregational Church for her research).

1. How many hours a day are Mesa Verde detainees required to stay confined in their barracks-type dorms? Is this confinement “humane” living?
2. Of the 400 detainees at Mesa Verde at any one time how many are being prescribed drugs for depression or related issues? How are medical records being maintained? Have federal inspectors provided oversight/inspection of such medical records during the last year? Is suicidal behavior or actual suicidal attempts documented in these medical records? Have there been suicide(s) or suicide attempts at Mesa Verde? (Note: at least one suicide and two other deaths have been documented at GEO’s sister detention center in Adelanto because “detainees did not have access to medical care in a timely fashion”—as reported by the *New York Times* in an article entitled “Inspectors Find Nooses in Cells at Immigration Detention Center Facility” on October 2, 2018).
4. The same *New York Times* article reported about “nooses made of braided bedsheets hanging from vents” evident at GEO’s Adelanto detention center. Have nooses been observed at GEO’s Mesa Verde facility?
5. “When you get toothaches in here they pull your teeth,” what was one detainee told a visitor of the dental care at Mesa Verde. This parallels a story in the *Los Angeles Times* on October 2, 2018 (“Nooses in cells, rotting teeth—report details harsh conditions at Adelanto immigration facility”) in GEO’s sister detention center in Adelanto. Is this GEO’s standard practice? How is this meeting the dental “needs of the individuals” in GEO’s care?
6. How does solitary confinement (known as “the hole”) at Mesa Verde relate to the commitment to a “humane environment?” How many solitary confinement units are there at Mesa Verde?
7. Why are not quiet hours enforced for staff overseeing those in solitary confinement (staff assigned to solitary confinement are known to talk throughout the night)? Is this conducive to a “humane environment?”
8. How many Mesa Verde detainees have been placed in solitary confinement during the last year? For what reasons (in at least one case the GEO physician placed a detainee there because the detainee was deemed suicidal)? What

restrictions are there for visitors of those in detention (in at least one case visitation was denied)? Are there visiting hours? What are those hours?

9. Why is the room temperature of the solitary confinement units (cells) at Mesa Verde excessively warm?

10. Why is the temperature of the family visitation room at Mesa Verde excessively cold (this issue has been repeated brought to the attention of Mesa Verde staff for over a year with seemingly nothing done)?

11. Who profits from the vending machines in Mesa Verde's family visitation room (the prices seem high)?

12. How much are detainees paid a day for the work they do in Mesa Verde (example--cleaning toilets)? (One report from a detainee is that he was paid \$1 for approximately an hour of work).

13. What can't outside volunteer organizations bring Christmas cards into Mesa Verde for detainees to send (this was denied by administrative staff last year)?

14. What "interactive educational programming" is Mesa Verde providing (note: the administration has declined attempts by community volunteers to provide ESL classes)? What specific GEO-funded educational programming is being provided at Mesa Verde? How many hours a day are detainees able to take advantage of classes in the "modern classrooms with the most up-to-date technology including cutting-edge smartboards" (again—the quotes are from GEO's website)?

15. What specific GEO-funded recreational programming is being offered at Mesa Verde?

16. What is the number of computers available in each dorm for use by detainees (two for 100 individuals)? It is understood that these computers are only used for personal and correspondence purposes (including work on appeals) by detainees. Internet access is not available. During a portion of March, all of April, and a portion of May of this year the computer in one dorm was not functional. When reported to the person at the front desk, a regular visitor was told that they detainees did not know what they were taking about (this was inaccurate). Only after a letter (May 15, 2018) was sent to the warden with a copy to the ACLU Southern California Kern Office were the computers fixed. Question: is a current maintenance schedule and report of such maintenance available for review?

Questions Compiled by Eddy Laine, a member of KWESI
(Kern Welcoming and Extending Solidarity to Immigrants)

November 6, 2018

To: The Bakersfield City Council

The private prison company GEO houses as many as 400 asylum seekers and immigrants in Mesa Verde, an inconspicuous building at 425 Golden State Avenue in Bakersfield. Most people don't even know the building is there. It is a shadow prison warehousing forgotten detainees.

GEO is ICE's second-largest private-prison company in America. What happens inside Mesa Verde is largely a mystery. Because GEO is a private company, it gets to evade many of the transparency requirements that a government agency would have to follow. These private prisons operate in the shadows, effectively free from public scrutiny.

According to GEO's service agreement only ICE and the City of McFarland have the right to perform periodic inspections of the Mesa Verde facility. The City of McFarland is paid a monthly Administrative Fee in the amount of \$2,916.66. That is \$34,999.92 a year. What jurisdiction does the City of McFarland have in the City of Bakersfield? McFarland is 26.2 miles away from the Mesa Verde facility.

After an unannounced inspection of a GEO detention center 85 miles northeast of Los Angeles in Adelanto during May, 2018, the Department of Homeland Security Office of the Inspector General found significant health and safety concerns in the facility. The GEO Group has a long history of problems and litigations not only in California but around the country in Texas, Colorado, and Washington. Allegations of maltreatment concerning medical and mental health services have been reported as well as abuses that violate the most basic of human and constitutional rights.

Asylum seekers and immigrants arrested by ICE did nothing to deserve jail so why should they be treated worse than prisoners in public prisons? Either deport these people or release them to the community. There is no reason to hold these people with only civil offenses in prison for months and even years.

If their cases cannot be processed quickly, do not "round them up" paying the GEO company for each day they are incarcerated. They could be home, working and supporting their families.

Corporations should not be able to make huge profits from imprisoning people and mistreating them.

I am asking that the City of Bakersfield ensure and demand transparency of GEO's operations, and stop Mesa Verde's expansion.

Pat Nolan

Wednesday, November 7, 2018

A recent Californian article announced the demolition of our Bakersfield "Dome". Our historical preservation society reached out to the former owner and the new owners to preserve this cultural icon to no avail. Please be aware citizens of Bakersfield: GEO Corporation the current owner of that property is not interested in civic involvement, the good of our people, or the good of the people they "serve". Their only motive is profit and that made as easily and cheaply as possible.

Here in Bakersfield we have a prison (detention center) run by GEO that holds 400 people: 300 men and 100 women. You and I are paying for this prison with our tax dollars at the rate of \$144.35 per day per person. For many of the people in this prison, their only crime was to enter the United States without proper paperwork. Others have committed no "crime" at all. Our system requires people to appear on U.S. soil to request asylum. They arrive at the border and we put them in prison. They are housed dormitory style with 50 bunk beds in each dormitory. Every aspect of their lives is regulated and controlled. They have no idea when they will be released or if they will be released. They come from all over the world: China, Thailand, Nigeria, Cameroon, Guatemala, El Salvador, Honduras, Haiti, Jamaica, and even the U.S. They have no rights and no right to legal representation. They have done nothing illegal.

For the past three years I have been a regular visitor at Mesa Verde, letting those imprisoned people know they have not been forgotten. The people I have met have overcome tremendous obstacles to even be here. I have met university graduates and professional people many of whom speak, read and write multiple languages. Some have worked for change in their own countries until they were forced to leave when their families and they themselves were threatened with death. Sometimes they left under cover of darkness with no word to their families or loved ones. Many crossed borders and rivers through the jungles of Panama and Central America sometimes with no food, or housing--- just to escape. They arrived at our border, were "processed", put in chains and brought to Mesa Verde Detention Center here in Bakersfield. They have been told their asylum bond may be as high as \$25,000. Depression is a natural by-product. The "remedy" for depression is solitary confinement.

I had no idea this is what immigrants faced when I began visiting at Mesa Verde in June of 2015. By now the stories are familiar; hauntingly so and with slight variations. This is what it means to be an immigrant today. You have seen how families have been separated at the border, but you may not have known what I have reported here.

Currently the GEO Corporation that operates Mesa Verde is seeking to expand their operation in our city. They have purchased two adjacent properties. Of course they are not going to expand now; there are some legal and regulatory hurdles they must first overcome. Just for the record, however, they first purchased the facility they now occupy in 2013, two years before Mesa Verde opened. They have already given two very different reasons for this purchase. At first the property was to provide a buffer zone between the current facility and our city. Now there seems to be plans for a treatment center.

As a resident of Bakersfield and a citizen of the United States where the Statue of Liberty still stands to welcome newcomers, and that which I always understood our country to stand for, I am appalled at the actual plight of immigrants who arrive without documentation or request asylum.

I urge you to not take my word, nor that of the President, find out for yourself about the issues surrounding our very broken immigration system. It is not a pretty picture. It is not the picture I have for my beloved country.

In 1951, after dealing with the horrors of WWII in Europe and the thousands of displaced persons, the free world sought to protect refugees through a multi-lateral international treaty. It was called The Refugee Convention and spelled out the protections of all refugees and asylum seekers regardless of place of origin.

Definition: An asylum seeker is a person who owing to a well-founded fear of being persecuted, is outside the country of his nationality and is unable or, owing to such fear, is unwilling to avail himself of the protection of that country.

- Asylum seekers/ refugees only have to be on US soil; they are not required to come thru a port of entry.
- They cannot be charged with a crime for entering our country.
- They have one year to apply for asylum.
- Family units must be kept together and adjudicated as a single application.
- They must be granted access to legal counsel and the courts.
- There can be no bias in determining asylum
- Their religious beliefs must be honored.
- They have the right to freedom of movement. Time does not allow for more points.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Minutes a.

TO: Honorable Mayor and City Council

FROM: Christopher Gerry, Acting City Clerk

DATE: 9/10/2018

WARD:

SUBJECT: Approval of minutes of the October 17, 2018, Regular City Council Meetings.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
▢ Minutes	Backup Material



BAKERSFIELD CITY COUNCIL MINUTES MEETING OF OCTOBER 17, 2018

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meetings- 3:30 p.m. and 5:15 p.m.

REGULAR MEETING - 3:30 PM

ACTION TAKEN

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Smith,
Councilmembers Rivera, Gonzales,
Freeman, Sullivan, Parlier

Absent: Councilmember Weir

2. PUBLIC STATEMENTS

None.

3. WORKSHOPS

- a. Taxi cabs, recycling centers, and non-commercial signs.

City Attorney Gennaro made staff comments.

Associate Attorney King made staff comments and provided a PowerPoint presentation regarding taxi cabs.

Motion by Vice-Mayor Smith to receive and file the report.

**APPROVED
AB WEIR**

Deputy City Attorney Heglund made staff comments and provided a PowerPoint presentation regarding recycling centers.

Motion by Vice-Mayor Smith to receive and file the report.

**APPROVED
AB WEIR**

Deputy City Attorney Iger made staff comments and provided a PowerPoint presentation regarding non-commercial signs.

Motion by Vice-Mayor Smith to receive and file the report.

**APPROVED
AB WEIR**

4. CLOSED SESSION

ACTION TAKEN

None.

5. CLOSED SESSION ACTION

None.

6. ADJOURNMENT

Mayor Goh adjourned the 3:30 p.m. meeting at 4:16 p.m.

REGULAR MEETING –5:15 p.m.

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Smith,
Councilmembers Rivera, Gonzales,
Freeman, Sullivan, Parlier

Absent: Councilmember Weir

2. INVOCATION by Pastor Max Van Dyke, Christ Cathedral.

3. PLEDGE OF ALLEGIANCE by Megan Borda, Senior at Liberty High School.

4. PRESENTATIONS

- a. Proclamation to Louis Gill, Chief Executive Officer of the Bakersfield Homeless Center and Alliance Against Family Violence & Sexual Assault, declaring Domestic Violence Awareness Month in Bakersfield during October 2018.

Mr. Gill accepted the proclamation and made comments.

- b. Proclamation to Mary Lynn Webster, Director of Operations of the All In All The Time Foundation, declaring October 20, 2018, as Tommy V Day, supporting the efforts of the Navy Seal Foundation and the Naval Special Forces community.

Ms. Webster accepted the proclamation and made comments.

5. PUBLIC STATEMENTS

ACTION TAKEN

- a. Julie Houser spoke in opposition of the installation of metal detectors at Rabobank Arena and expressed concern with how this will affect off duty law enforcement or people with CCW permits.

Councilmember Parlier requested this matter be referred to the Safe Neighborhoods Committee for discussion.

- b. Ray Scott, Keep California Beautiful, announced that America Recycles Day will be held on November 10th, at the Rabobank Arena parking lot, from 8:00 a.m. to 1:00 p.m.; advised Keep California Beautiful will be releasing a statewide press release regarding the annual K-12 Challenge; and submitted written material.
- c. Daniel Cronquist, American Society of Civil Engineers, spoke regarding a report card of the condition of Kern County's infrastructure and submitted written material.
- d. Robert Miller spoke regarding his water bill from the California Water Service Company; and expressed concern with grocery cart control bumps in front of stores being dangerous.

Councilmember Parlier requested staff put Mr. Miller in touch with someone at California Water Company regarding his bill.

- e. Rob Duchow, Public Affairs Manager for Southern California Gas Company Kern County, spoke regarding natural gas.

6. WORKSHOPS

None.

7. APPOINTMENTS

None.

8. CONSENT CALENDAR

ACTION TAKEN

Minutes:

- a. Approval of minutes of the September 19, 2018, Regular City Council Meetings.

Payments:

- b. Receive and file department payments from September 7, 2018, to October 4, 2018, in the amount of \$31,068,806.44, Self Insurance payments from September 7, 2018, to October 4, 2018, in the amount of \$493,795.89, totaling \$31,562,602.33.

Ordinances:

- c. First reading of ordinances amending Bakersfield Municipal Code Sections 17.20.040, 17.22.040, 17.24.040, 17.25.040, 17.26.040, 17.28.020 and 17.31.020 related to Zoning. A Notice of Exemption to CEQA will be considered.
- d. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from E (Estate) and R-1 (One Family Dwelling) to DI (Drill Island) on approximately 0.91 acres located north of Austin Creek Avenue and east of Renfro Road in northwest Bakersfield. A Notice of Exemption is proposed for this project. (ZC # 18-0034 – McIntosh & Associates, representing Cumberland Family Trust, property owner).

**REMOVED FOR
SEPARATE
CONSIDERATION**

**FR
ABS SMITH**

Resolutions:

- e. Resolution confirming the approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and the demolition of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.

RES 127-18

8. CONSENT CALENDAR continued	<u>ACTION TAKEN</u>
f. Resolution approving a planning grant application for the Strategic Growth Council's Transformative Climates Communities Program.	RES 128-18
g. Resolution identifying vendors, healthcare plans, and rates for City-wide health insurance plans for eligible active and retired employees for the 2019 plan year.	RES 129-18
h. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 679 (Rosedale No. 13) located along the south side of Rosedale Highway generally between the Calloway Canal and Fruitvale Avenue. Use of a Notice of Exemption will also be considered.	RES 130-18
i. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 685 located at the southeast corner of the Virginia Avenue / Washington Street intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15061 (b) (3) will also be considered.	RES 131-18
j. Wastewater Treatment Plant No. 3 Solids Train Upgrade:	
1. Resolution determining that parts required for the rotary lobe pumps required to transfer partially digested sludge from digesters #3 through #6 to digesters #7 and #8 cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefor, not to exceed \$45,000.	RES 132-18

8. CONSENT CALENDAR continued

Item 8.j. continued

ACTION TAKEN

- | | | |
|----|--|-------------------|
| 2. | Resolution determining that centrifuge feed pumps required for the transfer of digested sludge to the dewatering building cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefor, not to exceed \$55,000. | RES 133-18 |
| 3. | Resolution determining that centrifuge collection and distribution screw conveyors required for the handling of sludge cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefor, not to exceed \$70,000. | RES 134-18 |
| k. | Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each: | |
| 1. | Area 4-185 (2430 G Street) – Ward 2 | RES 135-18 |
| 2. | Area 4-186 (1226 L Street) – Ward 2 | RES 136-18 |
| 3. | Area 4-187 (101 Mt. Vernon Avenue) – Ward 1 | RES 137-18 |

Agreements:

- | | | |
|----|---|-------------------|
| l. | Bicyclist and Pedestrian Safety Plan (Plan): | |
| 1. | Design consultant agreement with Alta Planning + Design, Inc. (not to exceed \$189,578) to develop the Plan. | AGR 18-157 |
| 2. | Transfer appropriations of \$177,060 for the Plan from the local Senate Bill 1 Fund (152) to the Federal/State Road Fund (121). | |
| m. | Final map and improvement agreement with Auburn Oak Developers, LLC, for Tract 6383, Phase 1, located East of Morning Drive and Morningstar Avenue. | AGR 18-158 |

8. CONSENT CALENDAR continued

ACTION TAKEN

- | | | |
|----|---|-------------------------|
| n. | Final map and improvement agreement with Millennium Holdings, LLC, for Tract Map 6352, Phase 2, located Bedford Green Drive and Highland Knolls Drive. | REMOVED BY STAFF |
| o. | Final map and improvement agreement and landscape agreement with Millennium Holdings, LLC, for Tract Map 6352, Phase 1, located Bedford Green Drive and Highland Knolls Drive. | REMOVED BY STAFF |
| p. | Amendment No. 3 to Agreement No. 15-264 with Nossaman LLP (\$300,000; revised not to exceed \$1,000,000) to provide outside legal services for the Centennial Corridor Project. | AGR 15-264(3) |
| q. | Amendment No. 2 to Agreement No. 16-220 with Tate's Janitorial Service (\$51,135; revised not to exceed \$150,970; extend the term one year) for janitorial services at the Amtrak Station. | AGR 16-220(2) |
| r. | Amendment No. 2 to Agreement No. 17-027 with Pavement Recycling Systems, Inc. (\$250,000; revised not to exceed \$718,500), for the continued supply of cold planing services. | AGR 17-027(2) |
| s. | Amendment No. 4 to Agreement No. 15-241 with Innovative Engineering Systems, Inc. (\$100,000; revised not to exceed \$400,000; extend term one year), for providing on-call wastewater equipment maintenance services for the Public Works Department, Wastewater Division. | AGR 15-241(4) |
| t. | Amendment No. 1 to Agreement No. 15-274 with Advanced Distribution Company (\$126,000; revised not to exceed \$252,000; extend the term three years) for the continued supply of filters for City equipment. | AGR 15-274(1) |

8. CONSENT CALENDAR continued

ACTION TAKEN

- u. 1,2,3-Trichloropropane (TCP) Mitigation Project:
 - 1. Amendment No. 1 to Agreement No. 17-194 with California Water Service Company (\$75,000; revised not to exceed \$345,000) for continued wellhead distribution system services associated with the Emergency TCP Mitigation Project. **AGR 17-194(1)**
 - 2. Appropriate \$75,000 in fund balance to the Water Resources Capital Improvement Program budget within the Domestic Enterprise Fund.
- v. Contract Change Order No. 10 to Agreement No. 17-206 with Cal Prime, Inc. (\$23,690; revised not to exceed \$2,014,804.06), for the Westpark Street Improvements Project. **AGR 17-206 CCO 10**
- w. Contract Change Order No. 1 to Agreement No. 18-092 with James E. Thompson, Inc., (\$10,725; revised not to exceed \$998,225) for constructing the Brighton Park Sound Wall Construction (Re-bid) Project. **AGR 18-092 CCO 1**
- x. Contract Change Order No. 1 to Agreement No. 18-091 with Bowman Asphalt, Inc. (\$12,848.32; revised not to exceed \$996,761.32) for construction of Pavement Rehabilitation 2017-2018 RSTP: Auburn Street from Oswell Street to Fairfax Road Project. **AGR 18-091 CCO 1**
- y. Contract Change Order No. 2 to Agreement No. 17-154 with Stockbridge General Contracting, Inc. (\$95,258.74; revised not to exceed \$2,204,145.43), for the Bakersfield Sports Village Phase III Soccer Stadium Improvements Project. **AGR 17-154 CCO 2**

8. CONSENT CALENDAR continued

ACTION TAKEN

- z. Wastewater Treatment Plant No. 2 Grit Chamber and Primary Influent Distribution Box Concrete Repair Project:

1. Contract Change Order No. 1 to Agreement No. 17-170 with GSE Construction (\$674,741; revised not to exceed \$1,693,741) for the Wastewater Treatment Plant No. 2 Grit Chamber and Distribution Box Concrete Repair Project.
2. Appropriate \$680,000 in Sewer Enterprise Fund balance (Wastewater Treatment Plant No. 2) to the Public Works Department's Capital Improvement Program budget for said project.

**AGR 17-170
CCO 1**

- aa. Alfred Harrell No. 3 Sewer Lift Station and Brandon Park Sewer Lift Station Rehabilitation Project:

1. Contract Change Order No. 2 to Agreement No. 17-051 with Pyramid Building and Engineering, Inc. (\$25,899.30; revised not to exceed \$1,428,930.83), for construction of Alfred Harrell No. 3 Sewer Lift Station and Brandon Park Sewer Lift Station Rehabilitation Project.
2. Appropriate \$70,000 in Sewer Enterprise Fund balance to the Public Works Capital Improvement Program budget for said project.

**AGR 17-051
CCO 2**

Bids:

- ab. Reject the bid for the Stiern Park and Lowell Park improvements projects intended to rehabilitate the playgrounds and increase the accessibility at both park locations.
- ac. Accept the bid and approve the contract with Kern Sprinkler Landscaping, Inc. (\$250,000), to provide and install 24-inch box trees at various locations.

AGR 18-159

8. CONSENT CALENDAR continued

ACTION TAKEN

- ad. Accept the bid from Hi Standard Automotive (\$86,099.87) for Code 3® light bars and accessories for outfitting new Police Department vehicles.
- ae. Accept the bid from Ray Gaskin Service, Fontana, California (\$1,025,374.75), for the purchase of three rear mechanical broom sweepers for use by the Public Works Department, Streets Division.
- af. Accept the bid from Adamson Police Products (\$72,880.77) for Setina Police vehicle equipment.
- ag. Street Improvements - Hosking Avenue from South H Street to Tree Line Avenue:
 - 1. Accept the bid and approve the contract with Bowman Asphalt, Inc. (\$119,985), for construction of street improvements: Hosking Avenue from South H Street to Tree Line Avenue (Hosking Avenue Project).
 - 2. Transfer \$60,000 in Capital Outlay funds currently budgeted for the Bridge Preventative Maintenance Capital Outlay Project to fully fund the Hosking Avenue Project.
- ah. Purchase of two riding mulching lawn mowers for the Recreation and Parks Department:
 - 1. Accept the bid from Kern Machinery, Inc. (\$118,355.24), for two lawn mowers.
 - 2. Appropriate \$59,178 in Equipment Management Fund balance to the Public Works Department's operating budget to fund the purchase costs of one lawn mower.

AGR 18-160

8. CONSENT CALENDAR continued

ACTION TAKEN

ai. Purchase of a dump truck with demolition body for use by the Public Works Department, Streets Division:

1. Accept the bid from Golden State Peterbilt (\$222,679.23) for a three-axle dump truck.
2. Appropriate \$42,680 in Equipment Management Fund balance to the Public Works Department's operating budget to fund said purchase.

aj. Purchase of vacuum combination truck:

REMOVED BY STAFF

1. Accept the bid for a replacement vacuum combination truck from Golden State Peterbilt for \$481,854.95.
2. Appropriate \$173,000 in Equipment Management Fund balance to the Public Works operating budget for said purchase.
3. Appropriate and transfer \$308,900 in Sewer Enterprise Fund balance to the Public Works Departments' operating budget within the Equipment Management Fund for said purchase.

Miscellaneous:

ak. Appropriate \$23,000 in Certified Unified Program Agency Fund balance to the Fire Prevention operating budget for the purchase of a heart monitor defibrillator for the Fire Department paramedic assessment engine.

al. Appropriate \$405,000 in federal grant revenues (Selective Traffic Enforcement Program grant from the State Office of Traffic Safety) to the General Fund Police operating budget, to fund overtime for traffic enforcement strategies, and to purchase equipment and services for the Traffic Division.

8. CONSENT CALENDAR continued

ACTION TAKEN

- am. Appropriate \$30,000 in federal grant revenue (2018-19 Office of Traffic Safety Bike / Pedestrian Grant) to the General Fund Police operating budget, to fund the Bicycle / Pedestrian Safety and Education Program.
- an. Transfer and appropriate \$16,360 in Facility Reserve funds to the Recreation and Parks Department Capital Improvement Program budget within the Capital Outlay Fund to convert the existing fountain into a garden at the Sister City Garden South at Mill Creek.
- ao. Appropriate federal funds and transfer:
 - 1. Appropriate \$150,000 in federal Regional Surface Transportation Program (RSTP) funds to the Public Works Department's Capital Improvement Program budget within the SAFETEA-LU Fund for the Auburn Street between Oswell Street and Fairfax Road Rehabilitation Project (Auburn Project).
 - 2. Appropriate \$141,611 in federal RSTP funds to the Public Works Department's Capital Improvement Program budget within the SAFETEA-LU Fund for the Hughes Lane from Wilson Road to Ming Ave Rehabilitation Project (Hughes Project).
 - 3. Appropriate \$1,129,916 in federal RSTP funds to the Public Works Department's Capital Improvement Program budget within the SAFETEA-LU Fund for the South H Street from Pacheco Road to White Lane Rehabilitation Project (South H Project).
 - 4. Transfer \$150,000 in Gas Tax funds currently budgeted as the local match for the Auburn Project and \$141,611 in Capital Outlay funds currently budgeted as the local match for the Hughes Project to the South H Project to provide funding for the local match of Item 3 (funds proposed to be transferred are available due to securing additional federal funding).

8. CONSENT CALENDAR continued

ACTION TAKEN

Successor Agency Business:

- ap. Receive and file Successor Agency payments from September 7, 2018, to October 4, 2018, in the amount of \$253,160.

Assistant City Clerk Drimakis announced items 8.n. and 8.o were removed from the agenda at the request of staff; a staff memorandum was received regarding item 8.ah., transmitting a bid protest received from the Jacobsen Company; and an additional staff memorandum was received, requesting item 8.aj. be removed from the agenda to allow time to evaluate a bid protest received from Haaker Equipment Company.

Vice-Mayor Smith announced he would abstain, due to a conflict of interest, a person involved in the proposed action is a source of income to himself, on item 8.d.

Motion by Vice-Mayor Smith to adopt Consent Calendar items 8.a. through 8.a.p., with the removal of items 8.n., 8.o., and 8.aj., and separate consideration of item 8.c.

**APPROVED
AB WEIR**

- c. First reading of ordinances amending Bakersfield Municipal Code Sections 17.20.040, 17.22.040, 17.24.040, 17.25.040, 17.26.040, 17.28.020 and 17.31.020 related to Zoning. A Notice of Exemption to CEQA will be considered.

FR

Motion by Councilmember Parlier to adopt Consent Calendar item 8.c., to reflect the need for a Conditional Use Permit in all zones other than M-3 zones, which the use shall not be permitted or conditionally permitted.

**APPROVED
AB WEIR**

9. CONSENT CALENDAR PUBLIC HEARINGS

- a. Summary vacation of a 15-foot wide public utility easement located at the southwest corner of Stockdale Highway and Buena Vista Road.

RES 138-18

9. CONSENT CALENDAR PUBLIC HEARINGS continued

ACTION TAKEN

b. Public hearing to consider General Plan Amendment No. 17-0382. Tom Dee, representing Diamond Farming Company, the property owner, is proposing an amendment to the Circulation Element of the Metropolitan Bakersfield General Plan. The General Plan Amendment proposes to remove, realign, and/or extend segments of future arterial and collector road alignments at Reina Road, Kratzmeyer Road, Wegis Road, and Heath Road, and realign the segment of the future West Beltway generally north of Reina Road and South of Santa Fe Way. A Notice of Exemption will also be considered.

ABS SMITH

1. Adoption of a resolution adopting a Notice of Exemption.

RES 139-18

2. Adoption of a resolution approving the General Plan Amendment to remove, realign, and/or extend segments of future arterial and collector road alignments at Reina Road, Kratzmeyer Road, Wegis Road, and Heath Road, and realign the segment of the future West Beltway generally north of Reina Road and South of Santa Fe Way.

RES 140-18

Assistant City Clerk Drimakis announced correspondence was received from Southern California Gas Company regarding item 9.b.

Consent Calendar Public Hearing items 9.a. and 9.b. opened at 5:50 p.m.

No one spoke.

Consent Calendar Public Hearing items 9.a. and 9.b. closed at 5:51 p.m.

Vice-Mayor Smith announced he would abstain, due to a conflict of interest, a person involved in the proposed action is a source of income to himself, on item 9.b.

Motion by Vice-Mayor Smith to adopt Consent Calendar Public Hearing items 9.a. and 9.b.

**APPROVED
AB WEIR**

10. HEARINGS

ACTION TAKEN

None.

11. REPORTS

None.

12. DEFERRED BUSINESS

None.

13. NEW BUSINESS

None.

14. COUNCIL AND MAYOR STATEMENTS

Councilmember Gonzales stated he recently joined the Sister City delegation in a visit to Saint Jean de Luz, France, where he met with city leaders to discuss entering into a formal Sister City relationship in June, 2019.

Councilmember Parlier expressed appreciation to City staff and the California Water Service Company for the event held at the fairgrounds last week.

Councilmember Parlier advised that he and Councilmember Rivera will hold their annual Trunk or Treat event on October 25th, at Planz Park.

Mayor Goh expressed gratitude for Police Chief Martin who was a key note speaker at the Kern High School District Principal Partners' Day.

15. ADJOURNMENT

Mayor Goh adjourned the meeting at 5:54 p.m.

MAYOR of the City of Bakersfield, CA

ATTEST:

CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Nelson K. Smith, Finance Director

DATE: 10/26/2018

WARD:

SUBJECT: Receive and file department payments from October 5, 2018, to October 25, 2018, in the amount of \$29,904,612.21, Self Insurance payments from October 5, 2018, to October 25, 2018, in the amount of \$627,074.32, totaling \$30,531,686.53.

STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

BACKGROUND:

ATTACHMENTS:

Description	Type
1- AP Check Register Admin 11-07-2018	Backup Material
2- EAP Check Register Admin 11-07-2018	Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
681526	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$161.25
681527	70454	BERMUNDEZ, MONICA	Oct 5, 2018	\$550.00
681528	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$101.00
681529	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$200.00
681530	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$50.00
681531	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$47.06
681532	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$57.38
681533	70038	KERN HIGH SCHOOL DISTRICT	Oct 5, 2018	\$400.00
681534	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$439.71
681535	70455	MEANS, DEVAUN	Oct 5, 2018	\$3,240.00
681536	23566	MIRONOWSKI, RUBEN	Oct 5, 2018	\$800.00
681537	29655	P & A ADMINISTRATION SERVICES INC	Oct 5, 2018	\$3,151.51
681538	29655	P & A ADMINISTRATION SERVICES INC	Oct 5, 2018	\$151.70
681539	10037	MISCELLANEOUS TRUST VENDOR	Oct 5, 2018	\$393.82
681540	19573	SHELL OIL PRODUCTS US	Oct 5, 2018	\$548.00
681541	26024	SUMMIT CAPITAL VENTURES LLC	Oct 5, 2018	\$125,208.00
681542	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$60.00
681543	70401	TURNER TRANS LIFT INC	Oct 5, 2018	\$500.00
681544	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$53.75
681547	10623	CALIFORNIA DEPARTMENT OF TAX AND	Oct 5, 2018	\$4,614.00
681548	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$148.55
681549	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$541.27
681550	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$377.37
681553	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 5, 2018	\$287,435.69
681554	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$307.28
681555	10047	MISC RECEIVABLE REFUND VENDOR	Oct 5, 2018	\$420.35
681556	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Oct 5, 2018	\$15,129.25
681557	10211	BAKERSFIELD FIREMEN	Oct 5, 2018	\$9,383.49
681558	10200	BAKERSFIELD FIREMEN RELIEF ASS	Oct 5, 2018	\$8,142.33
681559	10203	BAKERSFIELD POLICE BENEFIT	Oct 5, 2018	\$25,805.86
681560	10205	MUTUAL BENEFIT ASSOCIATION	Oct 5, 2018	\$2,033.47
681561	26810	RELIASTAR LIFE INSURANCE CO	Oct 5, 2018	\$1,826.27
681562	22324	SEIU LOCAL 521	Oct 5, 2018	\$15,082.66
681563	80	ACTION SPORTS	Oct 11, 2018	\$543.73
681564	28318	ADVANCED CARE WELLNESS M C S LLC	Oct 11, 2018	\$300.00
681565	25365	AECOM TECHNICAL SERVICES INC	Oct 11, 2018	\$186,428.34
681566	12516	AIMS	Oct 11, 2018	\$35,459.83
681567	160	ALL THAT LETTERING SIGN COMPNY	Oct 11, 2018	\$176.96
681568	30045	ALLIANCE ENVIRONMENTAL GROUP INC	Oct 11, 2018	\$4,189.00
681569	29956	ALLIED NETWORK SOLUTIONS INC	Oct 11, 2018	\$2,064.56
681570	27366	AMERICAN MESSAGING	Oct 11, 2018	\$207.95
681571	29827	AMS LEGAL SUPPORT SERVICES INC	Oct 11, 2018	\$125.00
681572	394	APPLEBY & COMPANY	Oct 11, 2018	\$360.83
681573	1049	APPLIED LNG TECHNOLOGIES LLC	Oct 11, 2018	\$35,522.17
681574	18287	ARTISTIC SURFACES INC	Oct 11, 2018	\$1,065.00
681575	520	AUTO TINT WEST INC	Oct 11, 2018	\$1,337.43
681576	13028	B & H PHOTO VIDEO INC	Oct 11, 2018	\$3,133.06
681577	13544	BAKERSFIELD ARC	Oct 11, 2018	\$52.50
681578	675	BAKERSFIELD CALIFORNIAN	Oct 11, 2018	\$3,292.79
681579	10320	BAKERSFIELD HOMELESS CENTER	Oct 11, 2018	\$20,693.27
681580	818	BAKERSFIELD POLICE RESERVES	Oct 11, 2018	\$367.85
681581	857	BAKERSFIELD S P C A	Oct 11, 2018	\$72,240.00
681582	875	BAKERSFIELD TRUCK CENTER	Oct 11, 2018	\$217.38
681583	24934	BANK OF AMERICA	Oct 11, 2018	\$152.72

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
681584	11248	BANKS PEST CONTROL	Oct 11, 2018	\$85.00
681585	13424	BARNES WELDING SUPPLY	Oct 11, 2018	\$6.16
681586	945	BARNETT'S TOWING SERVICE INC	Oct 11, 2018	\$70.00
681587	28231	BIG BRAND TIRE & SERVICE	Oct 11, 2018	\$132.34
681588	23444	BILLINGSLEY, MATTHEW	Oct 11, 2018	\$1,349.44
681589	29103	BIOENERGY ASSOCIATION OF CALIF	Oct 11, 2018	\$550.00
681590	19197	BLAKEMORE, JEREMY	Oct 11, 2018	\$395.59
681591	29657	BLUE, SAMUEL	Oct 11, 2018	\$470.75
681592	28341	BOB'S AUTO GLASS INC	Oct 11, 2018	\$196.75
681593	28586	BONILLA, NATHANIEL	Oct 11, 2018	\$43.60
681594	22817	BORN AGAIN BODYWORKS	Oct 11, 2018	\$3,688.31
681595	1249	BRANDCO	Oct 11, 2018	\$346.21
681596	19303	BRIGHT HOUSE NETWORKS	Oct 11, 2018	\$286.97
681597	16565	BTE COMMUNICATIONS	Oct 11, 2018	\$199.99
681598	10267	BUDGET BOLT INC	Oct 11, 2018	\$80.33
681599	23090	BURTONS FIRE INC	Oct 11, 2018	\$343.14
681600	1477	CAL VALLEY EQUIPMENT INC	Oct 11, 2018	\$174.11
681601	23736	CALIFORNIA EMINENT DOMAIN LAW GROUP	Oct 11, 2018	\$2,263.16
681602	1888	CHAMPION HARDWARE	Oct 11, 2018	\$0.00
681603	23786	CHART INDUSTRIES	Oct 11, 2018	\$415.76
681604	27727	CHAVEZ, MIGUEL	Oct 11, 2018	\$470.75
681605	1924	CHESTER AVENUE BRAKE & SUPPLY	Oct 11, 2018	\$320.52
681606	2016	CLARK PEST CONTROL INC	Oct 11, 2018	\$48.00
681607	25259	COMMERCIAL CLEANING SYSTEMS INC	Oct 11, 2018	\$5,798.35
681608	29517	COOPERS PETROLEUM DISTRIBUTOR INC	Oct 11, 2018	\$2,918.13
681609	27296	D & D DISPOSAL INC	Oct 11, 2018	\$924.00
681610	25337	DAVES FLEET MAINT & TOWING INC	Oct 11, 2018	\$70.00
681611	28530	DEPT OF RECYCLING & RECOVERY	Oct 11, 2018	\$750.00
681612	26553	DICKSON, JAMES	Oct 11, 2018	\$363.00
681613	28251	DISABILITY ACCESS CONSULTANTS LLC	Oct 11, 2018	\$56,650.00
681614	24231	DORLIS, TOM	Oct 11, 2018	\$25.00
681615	23538	DOYLE, BRANDON	Oct 11, 2018	\$64.00
681616	21979	DUCKWORTH, TONY	Oct 11, 2018	\$58.86
681617	16511	EAN SERVICES LLC	Oct 11, 2018	\$948.74
681618	16336	EDDY, DENNIS	Oct 11, 2018	\$800.00
681619	2769	EL POPULAR CALIFORNIA	Oct 11, 2018	\$495.00
681620	2752	ELBERT DISTRIBUTING	Oct 11, 2018	\$97.86
681621	29076	ESPINOZA, JOSEPH	Oct 11, 2018	\$76.00
681622	2901	FEDEX	Oct 11, 2018	\$134.34
681623	15252	FIDLER, NICK	Oct 11, 2018	\$82.00
681624	19657	FIRST CHOICE SERVICES INC	Oct 11, 2018	\$222.77
681625	22966	FORENSIC NURSE SPECIALISTS INC	Oct 11, 2018	\$6,400.00
681626	29953	FREEMAN, BRUCE	Oct 11, 2018	\$148.24
681627	21974	GARDNER, REGINALD	Oct 11, 2018	\$189.66
681628	28064	GENERAL TREE SERVICE INC	Oct 11, 2018	\$8,453.00
681629	3358	GILLIAM & SONS INC	Oct 11, 2018	\$98,452.90
681630	29376	GLENN, STEVEN	Oct 11, 2018	\$1,998.00
681631	3403	GOLDEN STATE PETERBILT	Oct 11, 2018	\$323.74
681632	29136	GONZALES, ANDRAE	Oct 11, 2018	\$148.24
681633	3450	GRANITE CONSTRUCTION INC	Oct 11, 2018	\$13,908.32
681634	3452	GRAYBAR ELECTRIC COMPANY	Oct 11, 2018	\$36.23
681635	24247	GREGS PETROLEUM SERVICES INC	Oct 11, 2018	\$1,897.71
681636	18893	GRIMES, JEREMY	Oct 11, 2018	\$675.00
681637	24139	GUTIERREZ TIRE & WHEEL INC	Oct 11, 2018	\$336.93

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
681638	3569	H & S BODY WORKS & TOWING	Oct 11, 2018	\$35.00
681639	30000	H&H AUTO PARTS WHOLESALE	Oct 11, 2018	\$147.96
681640	29964	HALIFAX SECURITY INC	Oct 11, 2018	\$22,163.54
681641	3593	HALL LETTER SHOP	Oct 11, 2018	\$1,758.74
681642	3660	HARBOR FREIGHT TOOLS	Oct 11, 2018	\$121.05
681643	22893	HARLESS, TRAVIS	Oct 11, 2018	\$61.00
681644	10355	HERC RENTALS INC	Oct 11, 2018	\$74.32
681645	3774	HI STANDARD AUTOMOTIVE	Oct 11, 2018	\$104,187.56
681646	13975	HILTON GARDEN INN MONTEREY	Oct 11, 2018	\$1,282.02
681647	20543	HOOVER, DIANNE	Oct 11, 2018	\$1,507.91
681648	18263	HUB CONSTRUCTION SPECIALTIES INC	Oct 11, 2018	\$651.89
681649	19632	INSIGHT ENVIRONMENTAL CONSULTANTS	Oct 11, 2018	\$968.75
681650	3969	INSTANT STORAGE	Oct 11, 2018	\$100.99
681651	30051	IRVINE RANCH WATER DISTRICT	Oct 11, 2018	\$5,000.00
681652	24099	J GARCIA TRUCKING INC	Oct 11, 2018	\$3,300.00
681653	4226	JOHNSTONE SUPPLY OF BAKERSFIEL	Oct 11, 2018	\$2,422.85
681654	18653	JONES, JAMES	Oct 11, 2018	\$61.00
681655	21945	JUAREZ, FELIPE	Oct 11, 2018	\$64.00
681656	28989	K & I SERVICES INC	Oct 11, 2018	\$6,627.00
681657	19554	K & R TOWING	Oct 11, 2018	\$35.00
681658	4528	KERN COUNTY PUBLIC HEALTH SERV	Oct 11, 2018	\$115,125.16
681659	4581	KERN ELECTRIC DISTRIBUTORS	Oct 11, 2018	\$21.32
681660	7492	KERN MACHINERY INC	Oct 11, 2018	\$171.64
681661	26248	KERN PRINT SERVICES INC	Oct 11, 2018	\$533.86
681662	4677	KERN REFUSE DISPOSAL, INC	Oct 11, 2018	\$1,444,286.87
681663	4701	KERN SPRINKLER LANDSCAPING INC	Oct 11, 2018	\$8,418.00
681664	4861	KISCO SALES INC	Oct 11, 2018	\$346.64
681665	12552	KURB KUT	Oct 11, 2018	\$2,430.00
681666	14219	L A GRINDING INC	Oct 11, 2018	\$66.00
681667	23743	LANDSCAPE DEVELOPMENT INC	Oct 11, 2018	\$875.00
681668	29268	LAWSON PRODUCTS INC	Oct 11, 2018	\$336.55
681669	22408	LEHR AUTO ELECTRIC	Oct 11, 2018	\$1,509.09
681670	28755	LEVEL 3 COMMUNICATIONS LLC	Oct 11, 2018	\$1,337.72
681671	27778	LEWIS BRISBOIS BISGAARD & SMITH LLP	Oct 11, 2018	\$72.00
681672	23764	LYNN CAPOUYA INC	Oct 11, 2018	\$21,060.35
681673	5291	MARTIN & CHAPMAN	Oct 11, 2018	\$118.17
681674	18656	MATSON, JASON	Oct 11, 2018	\$55.00
681675	20495	MCWILLIAMS, RYAN	Oct 11, 2018	\$61.00
681676	7064	MERCHANTS PRINTING & ENVELOPE	Oct 11, 2018	\$1,856.07
681677	14119	METRO RECORD STORAGE INC	Oct 11, 2018	\$318.75
681678	23916	MEYER, ZACHARY	Oct 11, 2018	\$277.67
681679	1316	MICHELIN NORTH AMERICA INC	Oct 11, 2018	\$21,804.50
681680	5547	MINUTEMAN PRESS	Oct 11, 2018	\$628.68
681681	5634	MONROE SYSTEMS FOR BUSINESS	Oct 11, 2018	\$59.95
681682	29249	MOTOR VEHICLE NETWORK	Oct 11, 2018	\$812.00
681683	885	MSC INDUSTRIAL SUPPLY CO INC	Oct 11, 2018	\$39.86
681684	29828	MT POSO COGENERATION COMPANY LLC	Oct 11, 2018	\$1,200.00
681685	28735	MULLAHEY CDJR	Oct 11, 2018	\$373,036.16
681686	5790	MUXLOW CONSTRUCTION	Oct 11, 2018	\$480.00
681687	27446	N D TECHNOLOGY	Oct 11, 2018	\$2,550.29
681688	18888	NIEMEYER & ASSOCIATES INC	Oct 11, 2018	\$2,675.58
681689	29253	NIXON PEABODY LLP	Oct 11, 2018	\$1,148.70
681690	24279	O'REILLY AUTO PARTS	Oct 11, 2018	\$398.42
681691	554	OUTDOOR CREATIONS INC	Oct 11, 2018	\$2,391.38

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
681692	6448	P T O SALES CORP / TRUCKPRO LLC	Oct 11, 2018	\$743.39
681693	17052	PAQUETTE, DAVID	Oct 11, 2018	\$19.62
681694	30054	PARADISE BALLOON DESIGNS	Oct 11, 2018	\$369.94
681695	22389	PARKER, JASON	Oct 11, 2018	\$56.47
681696	13209	PARKHOUSE TIRE INC	Oct 11, 2018	\$3,698.62
681697	28058	PARLIER, CHRIS	Oct 11, 2018	\$148.24
681698	24029	PAYLESS TOWING	Oct 11, 2018	\$35.00
681699	25270	PENINSULA MESSENGER INC	Oct 11, 2018	\$444.68
681700	27911	PORTERVILLE FORD	Oct 11, 2018	\$276.89
681701	26242	QUALITY FIRE TRUCK PARTS	Oct 11, 2018	\$21.19
681702	25313	R & A UPHOLSTERY	Oct 11, 2018	\$680.00
681703	20713	RANDY'S TOWING LLC	Oct 11, 2018	\$118.50
681704	6682	RAYMONDS TROPHY AND AWARDS	Oct 11, 2018	\$206.62
681705	28480	READY REFRESH	Oct 11, 2018	\$384.42
681706	6727	REFRIGERATION SUPPLIES DIST. INC	Oct 11, 2018	\$150.41
681707	29567	RICHARDI, PHILIP	Oct 11, 2018	\$2,289.00
681708	27177	RIVERA, WILLIE	Oct 11, 2018	\$460.19
681709	18891	ROARK, MELISSA	Oct 11, 2018	\$246.66
681710	22689	RODRIGUE, STEVEN	Oct 11, 2018	\$155.33
681711	22810	RODRIGUEZ, VALERIE	Oct 11, 2018	\$49.75
681712	29284	ROMO, DANITZA	Oct 11, 2018	\$38.70
681713	6915	ROUND-UP FEED AND PET SUPPLY	Oct 11, 2018	\$180.14
681714	23176	RR DONNELLEY CO INC	Oct 11, 2018	\$206.91
681715	19102	SANCHEZ, NORI	Oct 11, 2018	\$10.90
681716	7133	SC COMMUNICATIONS INC	Oct 11, 2018	\$600.12
681717	26203	SIERRA CONST & EXCAVATION INC	Oct 11, 2018	\$34,021.23
681718	25246	SIGLER INC	Oct 11, 2018	\$199.81
681719	1135	SIMENTAL & CO	Oct 11, 2018	\$5,669.24
681720	7434	SMART & FINAL IRIS COMPANY	Oct 11, 2018	\$471.24
681721	26820	SMITH, BOB	Oct 11, 2018	\$181.24
681722	23456	SORENSEN, VERNON MD INC	Oct 11, 2018	\$10,335.00
681723	11907	SPARKLETT'S/SIERRA SPRINGS	Oct 11, 2018	\$307.01
681724	25502	SPARTAN TRUCK CO INC	Oct 11, 2018	\$1,265.08
681725	28923	STARS AND STRIPES	Oct 11, 2018	\$3,600.00
681726	29700	STEVEN OAKLEAF CONST & CLEANUP	Oct 11, 2018	\$980.00
681727	17334	SUCHIN, JASON	Oct 11, 2018	\$10.00
681728	10335	SULLIVAN, JACQUIE	Oct 11, 2018	\$148.24
681729	29872	SUPER SWEEP	Oct 11, 2018	\$595.00
681730	29458	SUPERION, LLC	Oct 11, 2018	\$175.11
681731	276	TAYLOR EQUIPMENT & REPAIR, INC	Oct 11, 2018	\$4,583.14
681732	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Oct 11, 2018	\$29.86
681733	27973	TEMPEST INTERACTIVE MEDIA LLC	Oct 11, 2018	\$200.00
681734	851	TENNANT COMPANY	Oct 11, 2018	\$1,333.66
681735	17153	TERMINIX INTERNATIONAL INC	Oct 11, 2018	\$787.00
681736	19961	THE HON COMPANY-C/O STINSONS	Oct 11, 2018	\$3,354.05
681737	29989	THE TAMIS CORPORATION	Oct 11, 2018	\$8,654.88
681738	28691	THOMAS, BRENT	Oct 11, 2018	\$61.00
681739	22218	TOPETE, LUIS	Oct 11, 2018	\$0.00
681740	21305	TREK DIGITAL PRODUCTS INC	Oct 11, 2018	\$90.55
681741	19815	TRUCK VAULT	Oct 11, 2018	\$4,599.50
681742	8193	TURK, MARK	Oct 11, 2018	\$445.52
681743	10428	UNITED REFRIGERATION INC	Oct 11, 2018	\$3,288.85
681744	21501	URBAN RESTORATION GROUP USA INC	Oct 11, 2018	\$1,580.13
681745	30055	VAN SLOTEN, DONALD	Oct 11, 2018	\$76.00

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681746	1286	VBI PAINTING	Oct 11, 2018	\$1,714.69
681747	16625	VICTORY CIRCLE INC	Oct 11, 2018	\$804.38
681748	5158	W M LYLES COMPANY	Oct 11, 2018	\$818,498.15
681749	14647	WAXIE SANITARY SUPPLY INC	Oct 11, 2018	\$60.15
681750	28739	WESTAIR GASES & EQUIPMENT INC	Oct 11, 2018	\$122.91
681751	26447	WESTCOAST HYDRAULICS	Oct 11, 2018	\$666.66
681752	21212	WHITE CAP CONSTRUCTION SUPPLY	Oct 11, 2018	\$244.17
681753	9015	WILLIAMS, DANIEL	Oct 11, 2018	\$25.00
681754	896	WINSUPPLY BAKERSFIELD	Oct 11, 2018	\$109.34
681755	27495	WISE ELECTRIC & COMMUNICATIONS INC	Oct 11, 2018	\$6,140.00
681756	25542	WOLFE, RONALD	Oct 11, 2018	\$25.00
681757	9244	ZEP MANUFACTURING COMPANY	Oct 11, 2018	\$78.43
681758	17690	ZONES	Oct 11, 2018	\$1,437.15
681759	27986	ZUNIGA, CHE' SR	Oct 11, 2018	\$205.91
681760	6129	A T & T	Oct 11, 2018	\$210.02
681761	18484	A T & T	Oct 11, 2018	\$8,653.04
681765	78	ADVANCED DISTRIBUTION CO	Oct 11, 2018	\$31,910.40
681767	8530	AMERIPRIDE UNIFORM SERVICES	Oct 11, 2018	\$1,453.02
681768	13631	ARB/PERP	Oct 11, 2018	\$575.00
681775	21172	BLACKHOLE TECHNOLOGIES INC	Oct 11, 2018	\$8,968.63
681779	10351	BOWMAN ASPHALT	Oct 11, 2018	\$768,075.40
681781	22565	BURTCH CONSTRUCTION INC	Oct 11, 2018	\$130,425.96
681782	16577	CALIFORNIA COOPERATIVE SNOW SURVEYS	Oct 11, 2018	\$280.00
681783	10623	CALIFORNIA DEPARTMENT OF TAX AND	Oct 11, 2018	\$3,499.10
681786	1696	CALIFORNIA WATER SERVICE	Oct 11, 2018	\$85,131.40
681788	11937	CITY OF BAKERSFIELD	Oct 11, 2018	\$240.37
681789	2714	EAST NILES COMMUNITY SERVICES	Oct 11, 2018	\$247.18
681790	2714	EAST NILES COMMUNITY SERVICES	Oct 11, 2018	\$3,007.17
681791	29032	EDISON AGRICULTURE SERVICES INC	Oct 11, 2018	\$10,418.30
681792	26312	EPIC AVIATION INC	Oct 11, 2018	\$155.04
681795	3427	GRAINGER INC, W W	Oct 11, 2018	\$1,903.24
681796	3450	GRANITE CONSTRUCTION INC	Oct 11, 2018	\$806,301.80
681797	3511	GRIFFITH COMPANY INC	Oct 11, 2018	\$862,393.14
681800	7933	HOME DEPOT	Oct 11, 2018	\$2,989.83
681801	10274	KERN COUNTY TREASURER	Oct 11, 2018	\$34,157.42
681803	4740	KERN TURF SUPPLY	Oct 11, 2018	\$2,995.61
681804	19071	LEONARD, JAMES	Oct 11, 2018	\$433.92
681807	15624	LOWE'S HOME IMPROVEMENT	Oct 11, 2018	\$2,044.90
681808	23033	OCHOA, CHARITY	Oct 11, 2018	\$386.28
681816	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 11, 2018	\$586,587.73
681818	20828	PARSONS TRANSPORTATION GROUP INC	Oct 11, 2018	\$96,349.76
681821	6376	PIONEER PAINT	Oct 11, 2018	\$10,311.72
681822	7096	SJVAPCD	Oct 11, 2018	\$545.40
681823	7509	SOCALGAS	Oct 11, 2018	\$289.35
681825	22473	SOILS ENGINEERING INC	Oct 11, 2018	\$14,937.50
681826	11520	SSDTTF	Oct 11, 2018	\$496.50
681827	29582	STOCKBRIDGE GENERAL CONTRACTING	Oct 11, 2018	\$226,757.93
681829	96	TYACK TIRES INC	Oct 11, 2018	\$4,257.65
681831	10428	UNITED REFRIGERATION INC	Oct 11, 2018	\$1,397.41
681832	20601	VERIZON WIRELESS	Oct 11, 2018	\$25.02
681833	20601	VERIZON WIRELESS	Oct 11, 2018	\$733.46
681834	20601	VERIZON WIRELESS	Oct 11, 2018	\$1,633.38
681835	20601	VERIZON WIRELESS	Oct 11, 2018	\$25.02
681836	30002	MEDICAL EYE SERVICE COMPANY	Oct 11, 2018	\$5,060.57

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681837	26810	RELIASTAR LIFE INSURANCE CO	Oct 11, 2018	\$3,710.05
681838	30027	U S BANK - PARS #6746022400	Oct 11, 2018	\$3,759.68
681839	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Oct 11, 2018	\$47,908.56
681840	30020	UNUM	Oct 11, 2018	\$5,109.15
681841	70301	ADVANCED PLUMBING SERVICE	Oct 12, 2018	\$400.00
681842	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$20.52
681843	10037	MISCELLANEOUS TRUST VENDOR	Oct 12, 2018	\$45.00
681844	25744	BEAZER HOMES	Oct 12, 2018	\$400.00
681845	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$26.76
681846	1694	CALIFORNIA WATER SERVICE	Oct 12, 2018	\$17,151.25
681847	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$131.39
681848	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$496.44
681849	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$257.87
681850	70046	GREENFIELD COUNTY WATER DISTRICT	Oct 12, 2018	\$161.00
681851	25660	HORIZON WATER & ENVIRONMENT LLC	Oct 12, 2018	\$4,027.79
681852	24241	HUB INTERNATIONAL	Oct 12, 2018	\$301.48
681853	4435	KERN COUNTY CLERKS	Oct 12, 2018	\$500.00
681854	15335	KERN COUNTY COUNSEL	Oct 12, 2018	\$409.20
681855	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$60.00
681856	10037	MISCELLANEOUS TRUST VENDOR	Oct 12, 2018	\$116.00
681857	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$342.58
681858	28366	MINOR, TYLER	Oct 12, 2018	\$197.60
681859	22464	MUNISERVICES	Oct 12, 2018	\$3,121.20
681860	10114	O'DONLEY, LONI	Oct 12, 2018	\$78.00
681861	29655	P & A ADMINISTRATION SERVICES INC	Oct 12, 2018	\$1,727.21
681862	29655	P & A ADMINISTRATION SERVICES INC	Oct 12, 2018	\$151.70
681863	10047	MISC RECEIVABLE REFUND VENDOR	Oct 12, 2018	\$60.00
681864	10037	MISCELLANEOUS TRUST VENDOR	Oct 12, 2018	\$200.00
681865	10037	MISCELLANEOUS TRUST VENDOR	Oct 12, 2018	\$200.00
681866	28920	SIMS, RONALD	Oct 12, 2018	\$45.50
681867	29365	STONE, ROSA	Oct 12, 2018	\$50.70
681868	29088	TODD GROUNDWATER	Oct 12, 2018	\$58,346.39
681869	28829	VASQUEZ, ROSARIO	Oct 12, 2018	\$97.50
681870	70097	W M LYLES COMPANY	Oct 12, 2018	\$1,397.05
681871	28488	WOOD, VICTORIA	Oct 12, 2018	\$220.35
681872	24411	CALIFORNIA BUILDING STANDARDS COMM	Oct 12, 2018	\$5,433.00
681873	2465	DEPARTMENT OF CONSERVATION	Oct 12, 2018	\$17,418.99
681874	70125	KERN LAND PARTNERS	Oct 12, 2018	\$9,638.71
681875	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 12, 2018	\$1,354.01
681876	19844	VAN WYK, MITCH	Oct 12, 2018	\$10,494.00
681877	28764	ABM ONSITE SERVICE - WEST INC	Oct 18, 2018	\$769.59
681878	18643	ABSHIRE, CHRISTINA	Oct 18, 2018	\$66.00
681879	25208	ACCESS CONTROLS INC	Oct 18, 2018	\$95.00
681880	28221	ADAMS, CODI J	Oct 18, 2018	\$675.00
681881	78	ADVANCED DISTRIBUTION CO	Oct 18, 2018	\$2,542.26
681882	28831	ADVANCED INDUSTRIAL SERVICES	Oct 18, 2018	\$1,307.20
681883	29333	ADVANCED SPRAYING	Oct 18, 2018	\$2,400.00
681884	25365	AECOM TECHNICAL SERVICES INC	Oct 18, 2018	\$5,225.00
681885	28011	AG EXPO MAGAZINE INC	Oct 18, 2018	\$500.00
681886	29450	ALL AMERICAN UNIFORMS LLC	Oct 18, 2018	\$225.23
681887	28887	ALLIANT INSURANCE SERVICES, INC	Oct 18, 2018	\$11,583.00
681888	28688	ALLIED UNIVERSAL SECURITY SERVICES	Oct 18, 2018	\$7,290.84
681889	176	ALLSTAR FIRE EQUIPMENT	Oct 18, 2018	\$2,980.10
681890	29759	ALVAREZ, XAVIER	Oct 18, 2018	\$168.00

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681891	17585	AMERINATIONAL COMMUNITY SERV INC	Oct 18, 2018	\$1,145.18
681892	25940	BACA, ANTHONY	Oct 18, 2018	\$336.00
681893	13544	BAKERSFIELD ARC	Oct 18, 2018	\$17.50
681894	675	BAKERSFIELD CALIFORNIAN	Oct 18, 2018	\$4,153.00
681895	10320	BAKERSFIELD HOMELESS CENTER	Oct 18, 2018	\$17,536.72
681896	841	BAKERSFIELD RUBBER STAMP CO	Oct 18, 2018	\$50.30
681897	30058	BANKS, JANET	Oct 18, 2018	\$551.84
681898	30063	BARAJAS, NESTOR	Oct 18, 2018	\$99.00
681899	557	BARC	Oct 18, 2018	\$20,139.50
681900	13424	BARNES WELDING SUPPLY	Oct 18, 2018	\$2,070.84
681901	23807	BARRIGA, JESUS	Oct 18, 2018	\$125.00
681902	14470	BAUER COMPRESSORS INCORPORATED	Oct 18, 2018	\$647.85
681903	1069	BETHANY SERVICES	Oct 18, 2018	\$43,067.79
681904	23444	BILLINGSLEY, MATTHEW	Oct 18, 2018	\$86.98
681905	26219	BLOORE K9 TRAINING & CONSULTING	Oct 18, 2018	\$1,500.00
681906	22817	BORN AGAIN BODYWORKS	Oct 18, 2018	\$2,365.87
681907	18692	BOUND TREE MEDICAL LLC	Oct 18, 2018	\$777.80
681908	10351	BOWMAN ASPHALT	Oct 18, 2018	\$128,696.14
681909	20236	BROOKS, CLAUDE	Oct 18, 2018	\$231.00
681910	24464	BROWN, CLAUDE	Oct 18, 2018	\$168.00
681911	10267	BUDGET BOLT INC	Oct 18, 2018	\$193.70
681912	29802	BULLOCK, JACQUELINE	Oct 18, 2018	\$336.00
681913	22565	BURTCH CONSTRUCTION INC	Oct 18, 2018	\$19,911.92
681914	27941	CAL PRIME INC	Oct 18, 2018	\$232,460.72
681915	1477	CAL VALLEY EQUIPMENT INC	Oct 18, 2018	\$278.23
681916	26499	CALISTRO, MIGUIEL	Oct 18, 2018	\$320.00
681917	16993	CARDOZA, ROBERT	Oct 18, 2018	\$112.61
681918	1766	CAROLLO ENGINEERS INC	Oct 18, 2018	\$13,481.99
681919	27074	CEN-CAL CONSTRUCTION INC	Oct 18, 2018	\$77,304.40
681920	17239	CENTRAL VALLEY OCCUPATIONAL INC	Oct 18, 2018	\$3,325.00
681921	1888	CHAMPION HARDWARE	Oct 18, 2018	\$246.42
681922	1941	CHEVRON U S A	Oct 18, 2018	\$4,891.21
681923	28780	CLEAN CUT LANDSCAPE MGMT INC	Oct 18, 2018	\$2,570.00
681924	1574	CNOA	Oct 18, 2018	\$90.00
681925	25259	COMMERCIAL CLEANING SYSTEMS INC	Oct 18, 2018	\$5,798.35
681926	25291	CONSOLIDATED FABRICATORS CORP	Oct 18, 2018	\$3,236.61
681927	27509	CONTRERAS, ANGEL	Oct 18, 2018	\$420.00
681928	25644	COPSPLUS INC	Oct 18, 2018	\$221.14
681929	10285	CRIDER CONSTRUCTION INC	Oct 18, 2018	\$8,164.63
681930	27839	CRITTERS WITHOUT LITTERS	Oct 18, 2018	\$6,720.00
681931	24499	CROSSROADS SOFTWARE INC	Oct 18, 2018	\$5,900.00
681932	2253	CULLIGAN WATER CONDITIONING	Oct 18, 2018	\$308.00
681933	4140	DAVID JANES COMPANY	Oct 18, 2018	\$71.66
681934	26895	DE LAGE LANDEN INC	Oct 18, 2018	\$594.32
681935	2469	DEPARTMENT OF JUSTICE	Oct 18, 2018	\$192.00
681936	11271	DEPARTMENT OF TRANSPORTATION	Oct 18, 2018	\$40,631.75
681937	29256	DEWITZ, JEFF	Oct 18, 2018	\$336.00
681938	14538	DIAMOND RIDGE ROOFING INC	Oct 18, 2018	\$2,025.00
681939	28389	DOLLSCHNIEDER, AUDRINA	Oct 18, 2018	\$66.00
681940	16954	DRAGOUN, SCOTT T	Oct 18, 2018	\$174.15
681941	29859	DREGHAN DEFENSE LLC	Oct 18, 2018	\$480.81
681942	18544	DUANE MORRIS LLP	Oct 18, 2018	\$60,057.65
681943	20062	ECOLINE INDUSTRIAL SUPPLY	Oct 18, 2018	\$2,471.86
681944	28725	ELITE SIGNS AND PROMOTIONS	Oct 18, 2018	\$2,386.54

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681945	2811	ENTENMANN ROVIN CO	Oct 18, 2018	\$484.31
681946	26951	EQUARIUS WATERWORKS	Oct 18, 2018	\$15,104.04
681947	11861	ES ENGINEERING SERVICES INC	Oct 18, 2018	\$3,471.00
681948	13362	ESRI DEVELOPER SUMMIT	Oct 18, 2018	\$2,250.00
681949	2901	FEDEX	Oct 18, 2018	\$57.35
681950	21942	FELGENHAUER, JASON	Oct 18, 2018	\$231.00
681951	13056	FICK, MARK	Oct 18, 2018	\$165.00
681952	28511	FIRST ADVANTAGE BACKGROUND	Oct 18, 2018	\$22.86
681953	29752	FIRST ALARM WELLNESS INC	Oct 18, 2018	\$7,562.50
681954	19657	FIRST CHOICE SERVICES INC	Oct 18, 2018	\$513.05
681955	2980	FISHER SCIENTIFIC	Oct 18, 2018	\$7,283.20
681956	16455	FLORES, JAIME	Oct 18, 2018	\$10.00
681957	26311	FLOWERS, MARTY	Oct 18, 2018	\$252.00
681958	29238	FOX, PERRY	Oct 18, 2018	\$378.00
681959	24559	FREEMAN, JOHN	Oct 18, 2018	\$125.00
681960	29674	FRONTIER REAL ESTATE SERVICES INC	Oct 18, 2018	\$200.00
681961	3213	GALLS, LLC	Oct 18, 2018	\$60.27
681962	28178	GARCIA, ADAM	Oct 18, 2018	\$99.00
681963	308	GARDENERS SUPPLY INC	Oct 18, 2018	\$83.66
681964	29092	GEI CONSULTANTS INC	Oct 18, 2018	\$146.40
681965	28064	GENERAL TREE SERVICE INC	Oct 18, 2018	\$15,864.00
681966	3358	GILLIAM & SONS INC	Oct 18, 2018	\$66,164.40
681967	3403	GOLDEN STATE PETERBILT	Oct 18, 2018	\$184.47
681968	3450	GRANITE CONSTRUCTION INC	Oct 18, 2018	\$358.82
681969	3452	GRAYBAR ELECTRIC COMPANY	Oct 18, 2018	\$418.45
681970	22029	GREWAL, NAVDIP	Oct 18, 2018	\$178.79
681971	21689	GRIEGO, CECELIA	Oct 18, 2018	\$471.42
681972	24693	GRUBBS, JOSH	Oct 18, 2018	\$336.00
681973	24139	GUTIERREZ TIRE & WHEEL INC	Oct 18, 2018	\$1,481.30
681974	3593	HALL LETTER SHOP	Oct 18, 2018	\$326.25
681975	3660	HARBOR FREIGHT TOOLS	Oct 18, 2018	\$201.58
681976	21042	HASKINS, CHAD	Oct 18, 2018	\$231.00
681977	28943	HASKINS, MARCELA	Oct 18, 2018	\$66.00
681978	3750	HENRY LEASING & MFG CO	Oct 18, 2018	\$136.50
681979	17535	HERRERA, ISRAEL	Oct 18, 2018	\$120.00
681980	28525	HINKLE, KEVIN	Oct 18, 2018	\$134.14
681981	18263	HUB CONSTRUCTION SPECIALTIES INC	Oct 18, 2018	\$1,158.30
681982	3917	HYATT PLACE ONTARIO/RANCHO CUCAM.	Oct 18, 2018	\$237.74
681983	29747	IBARRA, RAY	Oct 18, 2018	\$420.00
681984	27898	IES ENGINEERING	Oct 18, 2018	\$291.28
681985	28395	ISAAC, BETHANY	Oct 18, 2018	\$66.00
681986	4089	J & E RESTAURANT SUPPLY INC	Oct 18, 2018	\$2,900.91
681987	19283	JAM SERVICES INC	Oct 18, 2018	\$2,037.75
681988	27916	JAUCH, KRISTOPHER	Oct 18, 2018	\$231.00
681989	147	JIM ALFTER CEMENT CONTRACTOR	Oct 18, 2018	\$64,054.40
681990	28989	K & I SERVICES INC	Oct 18, 2018	\$5,215.00
681991	4346	KELLY PIPE CO LLC	Oct 18, 2018	\$160.88
681992	22379	KEMIRA WATER SOLUTIONS INC	Oct 18, 2018	\$6,013.29
681993	26044	KENNEDY, AARON	Oct 18, 2018	\$132.16
681994	4529	KERN COUNTY PUBLIC WORKS	Oct 18, 2018	\$134,818.61
681995	4439	KERN COUNTY WASTE MANAGEMENT	Oct 18, 2018	\$106,126.51
681996	4680	KERN RIVER POWER EQUIPMENT INC	Oct 18, 2018	\$2,126.46
681997	4861	KISCO SALES INC	Oct 18, 2018	\$122.03
681998	28128	KITCHEN, JACQUELYN	Oct 18, 2018	\$192.00

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681999	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Oct 18, 2018	\$84.87
682000	22408	LEHR AUTO ELECTRIC	Oct 18, 2018	\$30,282.33
682001	19228	LENCIONI, MICHAEL	Oct 18, 2018	\$86.87
682002	29813	LEW EDWARDS GROUP, THE	Oct 18, 2018	\$6,000.00
682003	25044	LEXISNEXIS RISK SOLUTIONS INC	Oct 18, 2018	\$781.90
682004	15945	LOPEZ, REBECA	Oct 18, 2018	\$107.24
682005	18492	M & S SECURITY SERVICES	Oct 18, 2018	\$1,440.00
682006	29559	MANLEYS BOILER INC	Oct 18, 2018	\$51,630.24
682007	28951	MCLAUGHLIN WASTE EQUIPMENT INC	Oct 18, 2018	\$20,860.86
682008	25190	MEMORIAL OCCUPATIONAL MEDICINE	Oct 18, 2018	\$45.00
682009	20350	MENENDEZ, ALEX	Oct 18, 2018	\$231.00
682010	18520	METROPOLITAN RECYCLING LLC	Oct 18, 2018	\$12,092.72
682011	19252	MEYER CIVIL ENGINEERING INC	Oct 18, 2018	\$24,581.75
682012	5510	MID TERM INC	Oct 18, 2018	\$798.03
682013	5681	MOSS, ROBERT B JR	Oct 18, 2018	\$1,856.24
682014	30041	MULCHMASTER	Oct 18, 2018	\$250.00
682015	26101	MULOCK FAMILY TRUST	Oct 18, 2018	\$77.76
682016	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Oct 18, 2018	\$9,309.00
682017	24167	NOLTE ASSOCIATES INC	Oct 18, 2018	\$315,647.30
682018	20361	NOSSAMAN LLP	Oct 18, 2018	\$35,163.02
682019	29773	NUNEZ, FERNANDO	Oct 18, 2018	\$168.00
682020	10361	OPEN & SHUT ENTERPRISES	Oct 18, 2018	\$85.00
682021	6448	P T O SALES CORP / TRUCKPRO LLC	Oct 18, 2018	\$1,644.56
682022	17512	PACHECO, URIEL	Oct 18, 2018	\$178.00
682023	6122	PACIFIC POWER INC	Oct 18, 2018	\$97.92
682024	11272	PEOPLE FACTS LLC	Oct 18, 2018	\$16.67
682025	30059	PETERS, KENNETH	Oct 18, 2018	\$2,004.95
682026	29384	PETERSON PACIFIC CORPORATION	Oct 18, 2018	\$1,499.64
682027	24207	PILAR, JOSE	Oct 18, 2018	\$320.00
682028	6376	PIONEER PAINT	Oct 18, 2018	\$577.59
682029	21125	POSADA, YONDER	Oct 18, 2018	\$125.00
682030	178	PRAXAIR DISTRIBUTION INC	Oct 18, 2018	\$192.93
682031	13167	PRONOVOST, GREGORY	Oct 18, 2018	\$122.63
682032	26310	QUALITY MACHINERY CENTER INC	Oct 18, 2018	\$146.93
682033	26386	QUINN COMPANY INC - EQ	Oct 18, 2018	\$714,092.45
682034	20713	RANDY'S TOWING LLC	Oct 18, 2018	\$122.50
682035	6682	RAYMONDS TROPHY AND AWARDS	Oct 18, 2018	\$10.03
682036	28480	READY REFRESH	Oct 18, 2018	\$421.75
682037	19224	REDFLEX INC	Oct 18, 2018	\$62,247.26
682038	27522	RICOCHE MANUFACTURING CO INC	Oct 18, 2018	\$14,128.11
682039	29257	RIVERA, FRANCISCO	Oct 18, 2018	\$336.00
682040	26797	RODRIGUEZ, EDMUNDO	Oct 18, 2018	\$125.00
682041	17147	ROMERO, ARMANDO	Oct 18, 2018	\$125.00
682042	29099	ROTATIONAL MOLDING INC	Oct 18, 2018	\$12,550.07
682043	28000	RUSH TRUCK CENTERS OF CAL INC	Oct 18, 2018	\$120.66
682044	18072	SAFETY TEK INDUSTRIES INC	Oct 18, 2018	\$610.00
682045	30060	SANDERS, JESSIE	Oct 18, 2018	\$190.00
682046	29931	SANDOVAL, ANGEL ESPINOZA	Oct 18, 2018	\$168.00
682047	22004	SCHLOSSER, CATHY	Oct 18, 2018	\$66.00
682048	22839	SECURITY PAVING CO, INC	Oct 18, 2018	\$3,051,650.40
682049	28226	SENTRY CONTROL SYSTEMS	Oct 18, 2018	\$2,012.38
682050	21782	SGS TESTCOM	Oct 18, 2018	\$22.59
682051	26203	SIERRA CONST & EXCAVATION INC	Oct 18, 2018	\$39,230.60
682052	21703	SLAGLE'S MATTRESS FACTORY INC	Oct 18, 2018	\$289.30

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
682053	7434	SMART & FINAL IRIS COMPANY	Oct 18, 2018	\$650.50
682054	19805	SOFTWARE HOUSE INTERNATIONAL	Oct 18, 2018	\$58,517.22
682055	22473	SOILS ENGINEERING INC	Oct 18, 2018	\$3,830.00
682056	11907	SPARKLETT'S/SIERRA SPRINGS	Oct 18, 2018	\$255.95
682057	16685	STIERN VETERINARY HOSPITAL	Oct 18, 2018	\$503.95
682058	7727	SUN BADGE CO	Oct 18, 2018	\$1,010.14
682059	18551	SUPERCO SPECIALTY PRODUCTS INC	Oct 18, 2018	\$2,383.23
682060	28496	SUPPLYWORKS	Oct 18, 2018	\$1,971.90
682061	28163	SWITZER, PHILIP	Oct 18, 2018	\$420.00
682062	29053	TATES JANITORIAL SERVICE	Oct 18, 2018	\$4,261.25
682063	19961	THE HON COMPANY-C/O STINSONS	Oct 18, 2018	\$8,194.20
682064	22218	TOPETE, LUIS	Oct 18, 2018	\$95.00
682065	21369	TRANS-WEST SECURITY INC	Oct 18, 2018	\$5,678.27
682066	96	TYACK TIRES INC	Oct 18, 2018	\$1,266.58
682067	13216	U S BANK TRUST NA	Oct 18, 2018	\$3,509.00
682068	15212	U.S. BEHAVIORAL HEALTH PLAN	Oct 18, 2018	\$1,136.52
682069	26780	UNIVERSAL BACKGROUND SCREENING INC	Oct 18, 2018	\$77.55
682070	26060	VANGUARD CLEANING SYSTEMS INC	Oct 18, 2018	\$4,105.00
682071	16625	VICTORY CIRCLE INC	Oct 18, 2018	\$1,323.81
682072	28707	WEST SIDE BULLETS	Oct 18, 2018	\$1,200.00
682073	17159	WEST, BRIAN	Oct 18, 2018	\$36.51
682074	26447	WESTCOAST HYDRAULICS	Oct 18, 2018	\$1,069.04
682075	21212	WHITE CAP CONSTRUCTION SUPPLY	Oct 18, 2018	\$530.07
682076	26336	WHITE, GARY	Oct 18, 2018	\$84.00
682077	9014	WILLIAMS, MICHAEL	Oct 18, 2018	\$125.00
682078	27495	WISE ELECTRIC & COMMUNICATIONS INC	Oct 18, 2018	\$1,921.97
682079	26909	YORK RISK SERVICES GROUP INC	Oct 18, 2018	\$12,726.90
682080	17690	ZONES	Oct 18, 2018	\$560.81
682081	28854	3C PAYMENT (USA) CORP	Oct 18, 2018	\$100.00
682082	537	A T & T	Oct 18, 2018	\$14,975.85
682083	537	A T & T	Oct 18, 2018	\$2,327.24
682084	537	A T & T	Oct 18, 2018	\$1,109.80
682085	12516	AIMS	Oct 18, 2018	\$8,335.50
682088	8530	AMERIPRIDE UNIFORM SERVICES	Oct 18, 2018	\$4,336.12
682090	10320	BAKERSFIELD HOMELESS CENTER	Oct 18, 2018	\$44,228.56
682092	1696	CALIFORNIA WATER SERVICE	Oct 18, 2018	\$44,878.36
682093	11937	CITY OF BAKERSFIELD	Oct 18, 2018	\$26.88
682094	11937	CITY OF BAKERSFIELD	Oct 18, 2018	\$27.56
682095	23132	CUEVAS, ADAN	Oct 18, 2018	\$122.00
682096	25786	G S E CONSTRUCTION CO INC	Oct 18, 2018	\$161,093.10
682098	3427	GRAINGER INC, W W	Oct 18, 2018	\$1,341.21
682100	3488	GREENFIELD COUNTY WATER DIST	Oct 18, 2018	\$2,011.41
682103	7933	HOME DEPOT	Oct 18, 2018	\$3,584.76
682106	4740	KERN TURF SUPPLY	Oct 18, 2018	\$5,212.01
682108	15624	LOWE'S HOME IMPROVEMENT	Oct 18, 2018	\$1,455.60
682109	23977	MAYA CINEMAS BAKERSFIELD	Oct 18, 2018	\$1,000.00
682110	22602	MCCORMICK BARSTOW LLP	Oct 18, 2018	\$2,190.00
682111	7064	MERCHANTS PRINTING & ENVELOPE	Oct 18, 2018	\$329.79
682112	5547	MINUTEMAN PRESS	Oct 18, 2018	\$220.73
682113	5838	NFPA	Oct 18, 2018	\$1,495.00
682114	18230	OILDALE MUTUAL WATER COMPANY	Oct 18, 2018	\$43.56
682116	14515	OXLEY'S PEST CONTROL INC	Oct 18, 2018	\$715.00
682117	28902	PUBLIC AGENCY RISK MANAGERS ASSOC.	Oct 18, 2018	\$150.00
682118	30061	RAMIREZ, SUSANA	Oct 18, 2018	\$7,500.00

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682119	25787	SCOTT VALLEY BANK	Oct 18, 2018	\$8,478.58
682120	30057	SECURCARE SELF STORAGE	Oct 18, 2018	\$10,753.17
682121	30047	SETCAN	Oct 18, 2018	\$555.50
682122	7096	SJVAPCD	Oct 18, 2018	\$1,183.00
682123	7096	SJVAPCD	Oct 18, 2018	\$40.00
682124	7460	SNOW SURVEYS SECTION	Oct 18, 2018	\$25,000.00
682125	7509	SOCALGAS	Oct 18, 2018	\$764.29
682126	7636	STATE WATER RESOURCES CONTROL BOARD	Oct 18, 2018	\$150.00
682127	8611	VAUGHN WATER CO., INC.	Oct 18, 2018	\$107.42
682128	8611	VAUGHN WATER CO., INC.	Oct 18, 2018	\$10,131.84
682132	20601	VERIZON WIRELESS	Oct 18, 2018	\$13,255.45
682133	20601	VERIZON WIRELESS	Oct 18, 2018	\$3,262.22
682134	240	B & G MACHINE & WELDING	Oct 19, 2018	\$360.36
682135	70450	BAKERSFIELD DODGE	Oct 19, 2018	\$2,747.01
682136	1694	CALIFORNIA WATER SERVICE	Oct 19, 2018	\$928.75
682137	1888	CHAMPION HARDWARE	Oct 19, 2018	\$607.08
682138	70456	GILL, RAJVIR SINGH	Oct 19, 2018	\$818.58
682139	10047	MISC RECEIVABLE REFUND VENDOR	Oct 19, 2018	\$5.00
682140	4435	KERN COUNTY CLERKS	Oct 19, 2018	\$200.00
682141	10047	MISC RECEIVABLE REFUND VENDOR	Oct 19, 2018	\$352.00
682142	10037	MISCELLANEOUS TRUST VENDOR	Oct 19, 2018	\$200.00
682143	10047	MISC RECEIVABLE REFUND VENDOR	Oct 19, 2018	\$101.82
682144	29655	P & A ADMINISTRATION SERVICES INC	Oct 19, 2018	\$1,947.62
682145	29655	P & A ADMINISTRATION SERVICES INC	Oct 19, 2018	\$1,248.89
682146	29655	P & A ADMINISTRATION SERVICES INC	Oct 19, 2018	\$2,596.50
682147	30065	SABRINA AND SHABRENA DICKERSON	Oct 19, 2018	\$185.25
682148	2468	DEPARTMENT OF JUSTICE	Oct 19, 2018	\$208.00
682149	4550	K C S O S	Oct 19, 2018	\$988,691.63
682150	14088	PACIFIC GAS & ELECTRIC	Oct 19, 2018	\$53.87
682152	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 19, 2018	\$1,457,570.30
682153	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 19, 2018	\$775.12
682154	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Oct 19, 2018	\$15,087.80
682155	10211	BAKERSFIELD FIREMEN	Oct 19, 2018	\$9,440.90
682156	10200	BAKERSFIELD FIREMEN RELIEF ASS	Oct 19, 2018	\$8,165.08
682157	10203	BAKERSFIELD POLICE BENEFIT	Oct 19, 2018	\$25,704.91
682158	10205	MUTUAL BENEFIT ASSOCIATION	Oct 19, 2018	\$2,027.47
682159	26810	RELIASTAR LIFE INSURANCE CO	Oct 19, 2018	\$1,787.23
682160	22324	SEIU LOCAL 521	Oct 19, 2018	\$15,010.54
682161	29803	GUTIERREZ ASSOCIATES	Oct 23, 2018	\$73,800.00
682162	7637	SWRCB - STORM WATER SECTION	Oct 23, 2018	\$2,206.00
682163	20576	ACTION GLASS INC	Oct 25, 2018	\$392.48
682164	15433	ADVANCE MOBILE SECURITY	Oct 25, 2018	\$1,374.68
682165	25365	AECOM TECHNICAL SERVICES INC	Oct 25, 2018	\$284,020.99
682166	21341	AEG MANAGEMENT BAKERSFIELD LLC	Oct 25, 2018	\$2,000.00
682167	29926	AG WELD	Oct 25, 2018	\$1,591.81
682168	160	ALL THAT LETTERING SIGN COMPNY	Oct 25, 2018	\$886.18
682169	23588	ALUMINUM CHUCK WAGON	Oct 25, 2018	\$16,080.37
682170	212	AMERICAN DATAVAULT INC	Oct 25, 2018	\$126.60
682171	987	AMERICAN FABRICATION	Oct 25, 2018	\$745.39
682172	523	ATCO INTERNATIONAL	Oct 25, 2018	\$315.40
682173	520	AUTO TINT WEST INC	Oct 25, 2018	\$412.20
682174	13544	BAKERSFIELD ARC	Oct 25, 2018	\$98.75
682175	12135	BAKERSFIELD COLLEGE	Oct 25, 2018	\$118.00
682176	875	BAKERSFIELD TRUCK CENTER	Oct 25, 2018	\$2,190.55

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682177	13424	BARNES WELDING SUPPLY	Oct 25, 2018	\$191.62
682178	945	BARNETT'S TOWING SERVICE INC	Oct 25, 2018	\$35.00
682179	18398	BATTERY SYSTEMS INC	Oct 25, 2018	\$1,509.86
682180	28231	BIG BRAND TIRE & SERVICE	Oct 25, 2018	\$878.98
682181	21172	BLACKHOLE TECHNOLOGIES INC	Oct 25, 2018	\$15,633.05
682182	22817	BORN AGAIN BODYWORKS	Oct 25, 2018	\$6,803.55
682183	1249	BRANDCO	Oct 25, 2018	\$591.11
682184	19303	BRIGHT HOUSE NETWORKS	Oct 25, 2018	\$114.98
682185	1292	BROWN ARMSTRONG	Oct 25, 2018	\$17,100.00
682186	10267	BUDGET BOLT INC	Oct 25, 2018	\$385.24
682187	70412	BUDS CUSTOM PAINTING	Oct 25, 2018	\$8,661.81
682188	24240	BUILDING ELECTRONIC CONTROLS INC	Oct 25, 2018	\$2,173.18
682189	27941	CAL PRIME INC	Oct 25, 2018	\$150,512.56
682190	1477	CAL VALLEY EQUIPMENT INC	Oct 25, 2018	\$85.56
682191	23736	CALIFORNIA EMINENT DOMAIN LAW GROUP	Oct 25, 2018	\$3,324.22
682192	1694	CALIFORNIA WATER SERVICE	Oct 25, 2018	\$15,634.50
682193	1695	CALIFORNIA WATER SERVICE CO	Oct 25, 2018	\$713,525.04
682194	26499	CALISTRO, MIGUIEL	Oct 25, 2018	\$77.00
682195	18347	CAROLINA SOFTWARE	Oct 25, 2018	\$500.00
682196	24379	CCI CENTRAL INC	Oct 25, 2018	\$347.72
682197	16974	CERTEX WEST USA INC	Oct 25, 2018	\$206.95
682198	1888	CHAMPION HARDWARE	Oct 25, 2018	\$225.15
682199	30069	CHAPMAN, MIKE	Oct 25, 2018	\$1,287.00
682200	29017	CLEAN WRIGHT SERVICE	Oct 25, 2018	\$499.00
682201	2050	CLIFFORD & BROWN	Oct 25, 2018	\$7,991.00
682202	801	CLIFFORD & BROWN TRUST	Oct 25, 2018	\$4,008.98
682203	12532	COUNTY OF KERN INFORMATION	Oct 25, 2018	\$576.00
682204	27684	COURTHOUSE NEWS SERVICE	Oct 25, 2018	\$225.00
682205	27218	CUMMINS PACIFIC LLC	Oct 25, 2018	\$1,604.00
682206	25337	DAVES FLEET MAINT & TOWING INC	Oct 25, 2018	\$180.00
682207	25961	DELANEY MANUFACTURING INC	Oct 25, 2018	\$420.63
682208	2613	DOUGLASS TRUCK BODIES INC	Oct 25, 2018	\$106.18
682209	2627	DOWNTOWN BUSINESS ASSOCIATION	Oct 25, 2018	\$150.00
682210	28574	DR RONALD OSTROM	Oct 25, 2018	\$1,000.00
682211	16511	EAN SERVICES LLC	Oct 25, 2018	\$6,806.92
682212	2752	ELBERT DISTRIBUTING	Oct 25, 2018	\$471.23
682213	26951	EQUARIUS WATERWORKS	Oct 25, 2018	\$5,379.24
682214	23720	ERNEST PACKING SOLUTIONS INC	Oct 25, 2018	\$1,430.98
682215	16624	FASTENAL COMPANY	Oct 25, 2018	\$488.31
682216	2901	FEDEX	Oct 25, 2018	\$41.00
682217	13056	FICK, MARK	Oct 25, 2018	\$467.68
682218	15252	FIDLER, NICK	Oct 25, 2018	\$296.29
682219	19657	FIRST CHOICE SERVICES INC	Oct 25, 2018	\$97.25
682220	25339	FLEET SERVICES TOWING INC	Oct 25, 2018	\$70.00
682221	3020	FLO SYSTEMS INC	Oct 25, 2018	\$1,128.27
682222	16455	FLORES, JAIME	Oct 25, 2018	\$78.88
682223	27788	FLOW N CONTROL INC	Oct 25, 2018	\$253.11
682224	22593	FUENTES, JOE	Oct 25, 2018	\$164.08
682225	21038	GALVAN, JOSE	Oct 25, 2018	\$594.00
682226	308	GARDENERS SUPPLY INC	Oct 25, 2018	\$206.99
682227	3403	GOLDEN STATE PETERBILT	Oct 25, 2018	\$355.40
682228	3450	GRANITE CONSTRUCTION INC	Oct 25, 2018	\$10,000.00
682229	3452	GRAYBAR ELECTRIC COMPANY	Oct 25, 2018	\$57.29
682230	24247	GREGS PETROLEUM SERVICES INC	Oct 25, 2018	\$4,492.34

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
682231	24139	GUTIERREZ TIRE & WHEEL INC	Oct 25, 2018	\$7,523.31
682232	3208	GWS AUTOMOTIVE TRUCK EQUIPMENT	Oct 25, 2018	\$7,239.38
682233	3569	H & S BODY WORKS & TOWING	Oct 25, 2018	\$145.00
682234	3571	H & S HOSE & SUPPLY INC	Oct 25, 2018	\$100.13
682235	30000	H&H AUTO PARTS WHOLESALE	Oct 25, 2018	\$361.39
682236	162	HADDAD DODGE	Oct 25, 2018	\$60.92
682237	29964	HALIFAX SECURITY INC	Oct 25, 2018	\$1,958.39
682238	3593	HALL LETTER SHOP	Oct 25, 2018	\$115.05
682239	3774	HI STANDARD AUTOMOTIVE	Oct 25, 2018	\$1,747.79
682240	20053	HLP, INC	Oct 25, 2018	\$17.50
682241	29894	HUMAN SOLUTION	Oct 25, 2018	\$569.00
682242	4089	J & E RESTAURANT SUPPLY INC	Oct 25, 2018	\$278.85
682243	24099	J GARCIA TRUCKING INC	Oct 25, 2018	\$4,800.00
682244	23264	JACKSON, RONALD	Oct 25, 2018	\$82.13
682245	28917	JAN-PRO CLEANING SYSTEMS	Oct 25, 2018	\$1,365.00
682246	848	JEFFRIES BROS INC	Oct 25, 2018	\$5,951.65
682247	26387	JIM BURKE FORD-EQ	Oct 25, 2018	\$29,017.73
682248	16111	JORDAN, DAVID	Oct 25, 2018	\$132.00
682249	4243	JORGENSEN & CO	Oct 25, 2018	\$449.02
682250	28989	K & I SERVICES INC	Oct 25, 2018	\$2,235.00
682251	10294	KERN BUILDING MATERIAL INC	Oct 25, 2018	\$468.25
682252	4500	KERN COUNTY FIRE DEPARTMENT	Oct 25, 2018	\$34,520.98
682253	4581	KERN ELECTRIC DISTRIBUTORS	Oct 25, 2018	\$1,963.20
682254	7492	KERN MACHINERY INC	Oct 25, 2018	\$1,034.86
682255	4680	KERN RIVER POWER EQUIPMENT INC	Oct 25, 2018	\$147.26
682256	4701	KERN SPRINKLER LANDSCAPING INC	Oct 25, 2018	\$6,305.25
682257	30068	KIMBERLY WILSON, DVM	Oct 25, 2018	\$1,075.00
682258	4861	KISCO SALES INC	Oct 25, 2018	\$1,033.90
682259	20194	KITCHEN, PAULA	Oct 25, 2018	\$72.76
682260	4277	KME FIRE APPARATUS	Oct 25, 2018	\$494.33
682261	28610	LAND F/X	Oct 25, 2018	\$600.00
682262	29268	LAWSON PRODUCTS INC	Oct 25, 2018	\$169.49
682263	12553	LEAGUE OF CALIFORNIA CITIES	Oct 25, 2018	\$525.00
682264	22408	LEHR AUTO ELECTRIC	Oct 25, 2018	\$305.97
682265	19071	LEONARD, JAMES	Oct 25, 2018	\$60.34
682266	271	LESLIE'S POOL SUPPLIES	Oct 25, 2018	\$70.06
682267	24004	LEWIS TOWING 2 INC	Oct 25, 2018	\$280.00
682268	12177	LIFESIGNS INC	Oct 25, 2018	\$150.00
682269	5133	LOOP ELECTRIC INC	Oct 25, 2018	\$12,225.00
682270	15624	LOWE'S HOME IMPROVEMENT	Oct 25, 2018	\$1,498.50
682271	23764	LYNN CAPOUYA INC	Oct 25, 2018	\$8,705.10
682272	25274	MARTIN & SONS UPHOLSTERY	Oct 25, 2018	\$770.00
682273	18657	MCAFEE, DANIEL	Oct 25, 2018	\$3,604.00
682274	16016	MCINTOSH & ASSOCIATES	Oct 25, 2018	\$18,221.50
682275	23496	MCWILLIAMS & WALDEN INC	Oct 25, 2018	\$7,382.29
682276	20156	MEAD & HUNT INC	Oct 25, 2018	\$7,046.82
682277	23771	MEDINA, ERNIE	Oct 25, 2018	\$193.00
682278	28760	MEDIWASTE DISPOSAL LLC	Oct 25, 2018	\$274.00
682279	7064	MERCHANTS PRINTING & ENVELOPE	Oct 25, 2018	\$135.14
682280	19252	MEYER CIVIL ENGINEERING INC	Oct 25, 2018	\$2,682.00
682281	24077	MICHEL AUTO TECH	Oct 25, 2018	\$2,176.56
682282	21693	MICHEL, ALBERTO	Oct 25, 2018	\$425.00
682283	25111	MIWALL CORPORATION	Oct 25, 2018	\$867.60
682284	18659	MORPHIS, SEAN	Oct 25, 2018	\$231.00

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682285	5688	MOTION INDUSTRIES INC	Oct 25, 2018	\$1,023.02
682286	28806	MOUNTAIN VIEW FARMS & EQ CORP	Oct 25, 2018	\$1,469.04
682287	29828	MT POSO COGENERATION COMPANY LLC	Oct 25, 2018	\$1,200.00
682288	30041	MULCHMASTER	Oct 25, 2018	\$3,500.00
682289	5790	MUXLOW CONSTRUCTION	Oct 25, 2018	\$1,475.00
682290	5912	NIXON-EGLI EQUIPMENT CO	Oct 25, 2018	\$966.07
682291	5923	NORTH KERN WATER STORAGE DIST	Oct 25, 2018	\$7,500.00
682292	20584	NORTHWEST METROLOGY	Oct 25, 2018	\$780.00
682293	15651	NSI SOLUTIONS INC	Oct 25, 2018	\$446.00
682294	28687	NV5 INC	Oct 25, 2018	\$952.07
682295	3910	O'CONNOR PEST CONTROL	Oct 25, 2018	\$295.00
682296	22301	OVERLAND PACIFIC & CUTLER INC	Oct 25, 2018	\$118,070.81
682297	29655	P & A ADMINISTRATION SERVICES INC	Oct 25, 2018	\$660.60
682298	22389	PARKER, JASON	Oct 25, 2018	\$594.00
682299	27742	PATRICK T PAW & CAROLINE M WONG	Oct 25, 2018	\$976.08
682300	24029	PAYLESS TOWING	Oct 25, 2018	\$35.00
682301	6076	PB LOADER MANUFACTURING CO	Oct 25, 2018	\$3,508.16
682302	29384	PETERSON PACIFIC CORPORATION	Oct 25, 2018	\$7,070.40
682303	29637	PINNACLE PETROLEUM INC	Oct 25, 2018	\$166,666.63
682304	27911	PORTERVILLE FORD	Oct 25, 2018	\$1,380.20
682305	30066	POWER JAMZ PRODUCTIONS	Oct 25, 2018	\$500.00
682306	20415	PROFORCE LAW ENFORCEMENT INC	Oct 25, 2018	\$5,807.59
682307	6527	PULLTARPS MFG	Oct 25, 2018	\$148.46
682308	20713	RANDY'S TOWING LLC	Oct 25, 2018	\$264.50
682309	6680	RAY ALLEN MANUFACTURING CO, IN	Oct 25, 2018	\$55.99
682310	3249	RAY GASKIN SERVICE INC	Oct 25, 2018	\$3,643.10
682311	28480	READY REFRESH	Oct 25, 2018	\$124.57
682312	28837	RICHARDS CRANE SERVICE LLC	Oct 25, 2018	\$606.45
682313	30067	RIDGE ENGINEERING INC	Oct 25, 2018	\$195.00
682314	6617	RLH FIRE PROTECTION	Oct 25, 2018	\$970.50
682315	29487	ROGERS, SEAN	Oct 25, 2018	\$180.00
682316	29099	ROTATIONAL MOLDING INC	Oct 25, 2018	\$27,612.27
682317	23176	RR DONNELLEY CO INC	Oct 25, 2018	\$2,236.16
682318	25841	SAFETY CENTER INC	Oct 25, 2018	\$1,850.00
682319	10249	SAN JOAQUIN TRACTOR CO INC	Oct 25, 2018	\$433.30
682320	29485	SCHOOL SPECIALTY INC	Oct 25, 2018	\$136.62
682321	11566	SOIL CONTROL LAB INC	Oct 25, 2018	\$484.00
682322	23456	SORENSEN, VERNON MD INC	Oct 25, 2018	\$8,365.00
682323	22620	SOUTHWEST LIFT & EQUIPMENT INC	Oct 25, 2018	\$1,957.09
682324	11907	SPARKLETTS/SIERRA SPRINGS	Oct 25, 2018	\$301.06
682325	28923	STARS AND STRIPES	Oct 25, 2018	\$3,600.00
682326	28496	SUPPLYWORKS	Oct 25, 2018	\$170.25
682327	26369	T Y LIN INTERNATIONAL INC	Oct 25, 2018	\$39,314.95
682328	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Oct 25, 2018	\$311.12
682329	25338	TEN EIGHT TOW INC	Oct 25, 2018	\$105.00
682330	19961	THE HON COMPANY-C/O STINSONS	Oct 25, 2018	\$422.82
682331	22218	TOPETE, LUIS	Oct 25, 2018	\$154.00
682332	18773	TRANE COMPANY INC	Oct 25, 2018	\$983.75
682333	70200	TRINITY SAFETY CO	Oct 25, 2018	\$634.92
682334	27876	TRIPP, EDWINA	Oct 25, 2018	\$38.14
682335	20359	TURF STAR INC	Oct 25, 2018	\$509.34
682336	96	TYACK TIRES INC	Oct 25, 2018	\$558.90
682337	13216	U S BANK TRUST NA	Oct 25, 2018	\$1,485.00
682338	584	ULINE SHIPPING SUPPLY	Oct 25, 2018	\$2,335.31

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
682339	21501	URBAN RESTORATION GROUP USA INC	Oct 25, 2018	\$1,580.13
682340	27086	VALENTI, MARY	Oct 25, 2018	\$2,700.00
682341	8400	VWR SCIENTIFIC	Oct 25, 2018	\$2,085.76
682342	5158	W M LYLES COMPANY	Oct 25, 2018	\$1,340,944.95
682343	8957	WESCO	Oct 25, 2018	\$31,392.76
682344	19776	WEST PAYMENT CENTER	Oct 25, 2018	\$758.00
682345	26447	WESTCOAST HYDRAULICS	Oct 25, 2018	\$924.75
682346	8936	WESTERN EXTERMINATOR COMPANY	Oct 25, 2018	\$900.00
682347	9049	WINES, HOWARD H	Oct 25, 2018	\$85.00
682348	23539	WOODS, ROBERT	Oct 25, 2018	\$154.00
682349	25879	ZOOM IMAGING SOLUTIONS, INC.	Oct 25, 2018	\$327.69
682350	25815	1 800 RADIATOR & A/C INC	Oct 25, 2018	\$111.54
682351	537	A T & T	Oct 25, 2018	\$783.38
682356	78	ADVANCED DISTRIBUTION CO	Oct 25, 2018	\$12,099.50
682357	12516	AIMS	Oct 25, 2018	\$81.00
682360	8530	AMERIPRIDE UNIFORM SERVICES	Oct 25, 2018	\$1,745.37
682362	1049	APPLIED LNG TECHNOLOGIES LLC	Oct 25, 2018	\$30,600.03
682364	675	BAKERSFIELD CALIFORNIAN	Oct 25, 2018	\$4,880.69
682365	10199	BAKERSFIELD CITY EMPLOYEE	Oct 25, 2018	\$871.00
682366	10351	BOWMAN ASPHALT	Oct 25, 2018	\$286,486.81
682370	1696	CALIFORNIA WATER SERVICE	Oct 25, 2018	\$100,195.54
682371	11937	CITY OF BAKERSFIELD	Oct 25, 2018	\$2,757.62
682372	11937	CITY OF BAKERSFIELD	Oct 25, 2018	\$1,299.15
682374	2050	CLIFFORD & BROWN	Oct 25, 2018	\$3,892.87
682375	2050	CLIFFORD & BROWN	Oct 25, 2018	\$17,500.00
682376	25237	CONTRA COSTA COUNTY SHERIFFS	Oct 25, 2018	\$3,896.00
682378	3427	GRAINGER INC, W W	Oct 25, 2018	\$4,306.94
682380	7933	HOME DEPOT	Oct 25, 2018	\$2,344.86
682381	3998	INSTITUTE OF TRANSPORATION ENG	Oct 25, 2018	\$660.00
682382	4024	INTERNATIONAL RIGHT OF WAY	Oct 25, 2018	\$505.00
682385	70390	IPC USA INC	Oct 25, 2018	\$76,748.54
682386	30072	KCBA WLS	Oct 25, 2018	\$140.00
682389	4740	KERN TURF SUPPLY	Oct 25, 2018	\$2,633.84
682390	30070	MAMA MIA MEXICAN KITCHEN	Oct 25, 2018	\$482.62
682391	12627	MARDEROSIAN & COHEN	Oct 25, 2018	\$16,205.87
682392	12627	MARDEROSIAN & COHEN	Oct 25, 2018	\$80,000.00
682394	1316	MICHELIN NORTH AMERICA INC	Oct 25, 2018	\$24,458.13
682395	30071	MORRISON, DANIEL	Oct 25, 2018	\$400.00
682397	24279	O'REILLY AUTO PARTS	Oct 25, 2018	\$773.31
682398	23485	SHERATON PARK HOTEL	Oct 25, 2018	\$563.04
682399	17986	SPRINT/NEXTEL COMMUNICATIONS	Oct 25, 2018	\$591.80
682400	7636	STATE WATER RESOURCES CONTROL BOARD	Oct 25, 2018	\$150.00
682401	7636	STATE WATER RESOURCES CONTROL BOARD	Oct 25, 2018	\$150.00
682402	21314	TICOR TITLE COMPANY INC	Oct 25, 2018	\$17,412.40
682403	21314	TICOR TITLE COMPANY INC	Oct 25, 2018	\$1,180,196.00
682404	20601	VERIZON WIRELESS	Oct 25, 2018	\$247.47
682405	20601	VERIZON WIRELESS	Oct 25, 2018	\$19,767.82
682406	27347	WILLIAMS, RENEE	Oct 25, 2018	\$289.00
682407	30002	MEDICAL EYE SERVICE COMPANY	Oct 25, 2018	\$5,059.84
682408	26810	RELIASTAR LIFE INSURANCE CO	Oct 25, 2018	\$3,683.25
682409	30027	U S BANK - PARS #6746022400	Oct 25, 2018	\$3,620.50
682410	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Oct 25, 2018	\$47,858.10
682411	30020	UNUM	Oct 25, 2018	\$5,058.83
9994533	10199	BAKERSFIELD CITY EMPLOYEE	Oct 5, 2018	\$196,267.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9994534	30014	EMPLOYMENT DEVELOPMENT DEPT	Oct 5, 2018	\$202,214.29
9994535	10217	I C M A RETIREMENT TRUST-303749	Oct 5, 2018	\$120,002.32
9994536	30010	IRS	Oct 5, 2018	\$579,853.11
9994537	16863	NATIONWIDE RETIREMENT SOLUTIONS	Oct 5, 2018	\$147,225.33
9994538	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Oct 5, 2018	\$34,980.97
9994539	10206	STATE OF CALIF - PERS	Oct 11, 2018	\$916,945.98
9994541	19630	UNION BANK	Oct 11, 2018	\$392,712.07
9994542	11811	WELLS FARGO BANK	Oct 11, 2018	\$24,180.77
9994543	30028	BLUE SHIELD OF CALIFORNIA-P	Oct 12, 2018	\$525,043.52
9994544	24821	DEPARTMENT OF THE TREASURY	Oct 12, 2018	\$207.76
9994545	30021	KAISER PERMANENTE	Oct 12, 2018	\$217,222.38
9994546	30025	STATE DISBURSEMENT UNIT	Oct 18, 2018	\$20,734.08
9994547	11811	WELLS FARGO BANK	Oct 18, 2018	\$194,164.13
9994548	10199	BAKERSFIELD CITY EMPLOYEE	Oct 19, 2018	\$192,550.00
9994549	30014	EMPLOYMENT DEVELOPMENT DEPT	Oct 19, 2018	\$186,074.10
9994550	10217	I C M A RETIREMENT TRUST-303749	Oct 19, 2018	\$86,269.46
9994551	30010	IRS	Oct 19, 2018	\$526,665.18
9994552	16863	NATIONWIDE RETIREMENT SOLUTIONS	Oct 19, 2018	\$109,625.33
9994553	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Oct 19, 2018	\$35,056.75
9994562	10206	STATE OF CALIF - PERS	Oct 25, 2018	\$3,003,612.63
9994563	11811	WELLS FARGO BANK	Oct 25, 2018	\$148,391.51
				<hr/> \$29,933,063.88

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
16282	63	ACE HYDRAULIC SALES & SERVICE	Oct 11, 2018	\$157.25
16283	29	AFFINITY TRUCK CENTER	Oct 11, 2018	\$9,614.05
16284	180	AMBER CHEMICAL INC	Oct 11, 2018	\$1,514.80
16285	25854	AZCO SUPPLY, INC.	Oct 11, 2018	\$9,064.77
16286	576	B & B SURPLUS	Oct 11, 2018	\$51.48
16287	575	B C LABORATORIES	Oct 11, 2018	\$683.00
16288	611	B S & E COMPANY INC	Oct 11, 2018	\$1,565.80
16289	1037	BERCHTOLD EQUIPMENT CO	Oct 11, 2018	\$363.13
16290	1163	BLUEPRINT SERVICE CO	Oct 11, 2018	\$1,165.21
16291	20747	CENTRAL SANITARY SUPPLY INC	Oct 11, 2018	\$2,272.11
16292	2162	CONSOLIDATED ELECTRICAL DIST INC	Oct 11, 2018	\$4,016.50
16293	14582	DAVE BANG ASSOCIATES INC	Oct 11, 2018	\$10,099.68
16294	13912	DIRECT SAFETY SOLUTIONS INC	Oct 11, 2018	\$1,204.06
16295	13088	E J WARD INCORPORATED	Oct 11, 2018	\$925.59
16296	14055	FAST UNDERCAR LLC	Oct 11, 2018	\$5,848.66
16297	2874	FERGUSON ENTERPRISES INC	Oct 11, 2018	\$2,943.92
16298	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Oct 11, 2018	\$4,921.12
16299	4171	JERRY & KEITHS INC	Oct 11, 2018	\$3,331.39
16300	1390	JIM BURKE FORD	Oct 11, 2018	\$3,730.78
16301	4178	JIM BURKE LINCOLN MERCURY	Oct 11, 2018	\$3,192.74
16302	15694	JIMS TOWING INC	Oct 11, 2018	\$1,155.00
16303	24086	MAR-CO EQUIPMENT CORP	Oct 11, 2018	\$287.20
16304	1279	QUALITY HEAVY DUTY DIESEL ELEC	Oct 11, 2018	\$632.18
16305	6555	QUINN COMPANY INC	Oct 11, 2018	\$410.77
16306	12665	SAN JOAQUIN FENCE & SUPPLY	Oct 11, 2018	\$11,189.45
16307	7231	SEAL & PACKING SUPPLY CO	Oct 11, 2018	\$7,288.06
16308	19584	SMITH & SON TIRE INC	Oct 11, 2018	\$3,860.98
16309	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Oct 11, 2018	\$393.49
16310	7670	STEWART ELECTRIC SUPPLY	Oct 11, 2018	\$412.73
16311	7685	STINSON STATIONERS	Oct 11, 2018	\$6,037.94
16312	7728	SULLY & SON HYDRAULICS INC	Oct 11, 2018	\$205.20
16313	15868	TEL TEC SECURITY SYSTEM INC	Oct 11, 2018	\$803.67
16314	13646	UNITED ROTARY BRUSH CORP	Oct 11, 2018	\$881.28
16315	9010	WILLIAMS CLEANING SYSTEMS INC	Oct 11, 2018	\$180.61
16316	57	ABATE A WEED	Oct 18, 2018	\$796.60
16317	24819	AD WEAR & SPECIALTY OF TX	Oct 18, 2018	\$863.33
16318	64	ADAMSON POLICE SUPPLY	Oct 18, 2018	\$76,164.34
16319	576	B & B SURPLUS	Oct 18, 2018	\$245.15
16320	611	B S & E COMPANY INC	Oct 18, 2018	\$3,457.48
16321	1163	BLUEPRINT SERVICE CO	Oct 18, 2018	\$23.17
16322	1558	CALIFORNIA INDUSTRIAL RUBBER	Oct 18, 2018	\$148.01
16323	20747	CENTRAL SANITARY SUPPLY INC	Oct 18, 2018	\$1,332.43
16324	2162	CONSOLIDATED ELECTRICAL DIST INC	Oct 18, 2018	\$1,958.23
16325	13912	DIRECT SAFETY SOLUTIONS INC	Oct 18, 2018	\$1,008.69
16326	27459	EVOQUA WATER TECHNOLOGIES	Oct 18, 2018	\$71,792.11
16327	2874	FERGUSON ENTERPRISES INC	Oct 18, 2018	\$5,859.57
16328	6550	QUAD KNOFF INC	Oct 18, 2018	\$2,434.36
16329	6555	QUINN COMPANY INC	Oct 18, 2018	\$4,447.37
16330	12665	SAN JOAQUIN FENCE & SUPPLY	Oct 18, 2018	\$3,439.50
16331	28661	SERVEXO PROTECTIVE SERVICES	Oct 18, 2018	\$5,752.32
16332	19584	SMITH & SON TIRE INC	Oct 18, 2018	\$2,677.72
16333	7670	STEWART ELECTRIC SUPPLY	Oct 18, 2018	\$20.58
16334	7685	STINSON STATIONERS	Oct 18, 2018	\$7,372.56
16335	15868	TEL TEC SECURITY SYSTEM INC	Oct 18, 2018	\$25.00

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
16336	5147	COASTLINE EQUIPMENT	Oct 19, 2018	\$664.16
16337	57	ABATE A WEED	Oct 25, 2018	\$64.66
16338	63	ACE HYDRAULIC SALES & SERVICE	Oct 25, 2018	\$16.26
16339	24819	AD WEAR & SPECIALTY OF TX	Oct 25, 2018	\$2,231.57
16340	29	AFFINITY TRUCK CENTER	Oct 25, 2018	\$2,463.52
16341	152	ALL AUTOMATIC TRANSMISSION SER	Oct 25, 2018	\$3,595.00
16342	25854	AZCO SUPPLY, INC.	Oct 25, 2018	\$139,477.55
16343	576	B & B SURPLUS	Oct 25, 2018	\$911.07
16344	575	B C LABORATORIES	Oct 25, 2018	\$6,191.00
16345	611	B S & E COMPANY INC	Oct 25, 2018	\$3,830.43
16346	1037	BERCHTOLD EQUIPMENT CO	Oct 25, 2018	\$5,456.08
16347	1163	BLUEPRINT SERVICE CO	Oct 25, 2018	\$164.69
16348	18753	BRIDGEPORT TRUCK MANUFACTURING	Oct 25, 2018	\$3,122.00
16349	1558	CALIFORNIA INDUSTRIAL RUBBER	Oct 25, 2018	\$3,196.57
16350	20747	CENTRAL SANITARY SUPPLY INC	Oct 25, 2018	\$2,519.81
16351	5147	COASTLINE EQUIPMENT	Oct 25, 2018	\$709.17
16352	2162	CONSOLIDATED ELECTRICAL DIST INC	Oct 25, 2018	\$30,986.11
16353	13912	DIRECT SAFETY SOLUTIONS INC	Oct 25, 2018	\$384.43
16354	2581	DOOLEY ENTERPRISES INC	Oct 25, 2018	\$2,469.97
16355	13088	E J WARD INCORPORATED	Oct 25, 2018	\$1,939.16
16356	2757	ELECTRIC MOTOR WORKS INC	Oct 25, 2018	\$13,380.66
16357	14055	FAST UNDERCAR LLC	Oct 25, 2018	\$7,983.54
16358	2874	FERGUSON ENTERPRISES INC	Oct 25, 2018	\$567.55
16359	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Oct 25, 2018	\$917.32
16360	21739	GOLDEN EMPIRE TOWING INC	Oct 25, 2018	\$1,880.00
16361	3570	HAAKER EQUIPMENT COMPANY	Oct 25, 2018	\$310.00
16362	4171	JERRY & KEITHS INC	Oct 25, 2018	\$369.89
16363	1390	JIM BURKE FORD	Oct 25, 2018	\$7,347.78
16364	4178	JIM BURKE LINCOLN MERCURY	Oct 25, 2018	\$1,854.93
16365	15694	JIMS TOWING INC	Oct 25, 2018	\$720.00
16366	24086	MAR-CO EQUIPMENT CORP	Oct 25, 2018	\$2,517.83
16367	599	MCCLURE EQUIPMENT INC	Oct 25, 2018	\$181.67
16368	453	MUNICIPAL MAINTENANCE EQUIP INC	Oct 25, 2018	\$2,468.83
16370	21873	RM INDUSTRIES INC	Oct 25, 2018	\$4,945.06
16371	12665	SAN JOAQUIN FENCE & SUPPLY	Oct 25, 2018	\$31,240.45
16372	28661	SERVEXO PROTECTIVE SERVICES	Oct 25, 2018	\$11,431.56
16373	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Oct 25, 2018	\$1,893.97
16374	7685	STINSON STATIONERS	Oct 25, 2018	\$450.45
16375	13646	UNITED ROTARY BRUSH CORP	Oct 25, 2018	\$6,253.93
16376	9010	WILLIAMS CLEANING SYSTEMS INC	Oct 25, 2018	\$1,290.90
				598,622.65
				30,531,686.53



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 9/19/2018

WARD:

SUBJECT: First reading of an ordinance repealing and replacing Chapter 5.50 of the Bakersfield Municipal Code relating to taxis.

STAFF RECOMMENDATION:

Staff recommends first reading of the ordinance.

BACKGROUND:

On October 13, 2017, Governor Brown signed Assembly Bill 1069, which established statewide regulations for taxi transportation services. On September 18, 2018, Governor Brown signed Assembly Bill 939, which provided needed clarification on said regulations.

The City of Bakersfield currently has a taxi ordinance by way of Chapter 5.50. Some of the major changes to Chapter 5.50 are the following:

1. Taxis will only be required to obtain a taxi permit from a city or county where they are substantially located. Substantially located is defined as either:

- a) Where the taxi has its primary business address; OR
- b) Where the total number of trips that originate within that city's or county's jurisdiction account for the largest share of the taxi's total number of trips over the previous calendar year, as determined annually.

2. Taxis can set their own fares or charge a flat rate (a City may set the maximum rate).

3. Taxis may use any state accepted device or technology to calculate fees.

In an effort to prepare the public on the changes to come, the City Attorney's Office and the Bakersfield Police Department held two public meetings on October 3rd and 5th, where it presented the state regulations and the expected changes beginning January 1, 2019. The group was receptive to setting their own fares, including charging a flat rate.

On October 17, 2018, the City Attorney's Office gave a similar Workshop presentation to City

Council. Two Councilmembers expressed a desire to consider maximum rate schedules. Staff will continue to collect information on that topic, but in the meantime recommends first reading of the attached ordinance repealing and replacing Chapter 5.50 in order to comply with the new state regulations.

ATTACHMENTS:

Description	Type
❏ Taxi Ordinance	Ordinance

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING
CHAPTER 5.50 OF THE BAKERSFIELD MUNICIPAL CODE
RELATING TO TAXIS.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Chapter 5.50 of the Bakersfield Municipal Code is hereby repealed in its entirety and replaced with the following:

5.50.010 Purpose and Intent.

5.50.020 Definitions.

5.50.030 State Law: Taxi Transportation Services.

5.50.040 Permit Requirement.

5.50.050 Application.

5.50.060 Permit Renewal.

5.50.070 Fares.

5.50.080 General Appearance.

5.50.090 Revocation of Taxi Permit.

5.50.100 Notice and Hearing of Revocation.

5.50.110 Taxistand Permit, Application and Requirements.

5.50.010 Purpose and Intent.

This chapter is to further the public convenience and necessity of transportation services by taxis and is enacted pursuant to the laws of the State of California and the City of Bakersfield.

5.50.020 Definitions.

For purposes of this chapter, certain words and phrases are defined and shall be construed as set forth herein unless it is apparent from the context that a different meaning is intended.

A. "City" shall mean the City of Bakersfield.

B. "Taxi" shall mean any person, corporation, partnership, joint venture or other form of business organization, their lessees, receivers or trustees, engaged in operating at least one vehicle for the transportation of passengers over the streets of the City in exchange for a fare or fee. Taxi does not include Transportation Network Companies, as defined under the California Public Utilities Commission.

C. "Substantially located" shall mean a city or county where a taxi meets either of the following:

1. Has its primary business address within that city's or county's jurisdiction; or

2. Where the total number of trips (prearranged and non-prearranged) that originate within that city's or county's jurisdiction account for the largest share of a taxi's total number of trips over the previous calendar year, as determined by trip sheets submitted by the applicant to the Chief of Police or designee.

D. "Substantially located/Trip sheets" shall mean the documentation required to prove substantially located as that term is defined above.

E. "Taximeter" shall mean any instrument or device approved for use under the applicable laws of the State, which mechanically or electronically calculates the charge for the use of a taxi. The taximeter registers such charge by means of figures, including dollars and cents, calculated by an initial charge and thereafter a charge for distance traveled and/or waiting time.

F. "Taxistand" shall mean a place on a public street designated by the City Manager or designee for the use of a taxi covered by this chapter.

5.50.030 State Law: Taxi Transportation Services.

A taxi must comply with all the provisions of Government Code Section 53075.5 and as may be amended or renumbered from time to time.

5.50.040 Permit Requirement.

A. A taxi substantially located in City shall obtain a taxi permit from the City.

B. A taxi substantially located and permitted by another city or county

may operate in the City. The Chief of Police or designee may verify such information by asking to view said taxi permit.

C. A taxi substantially located outside the City shall obtain prior written approval by the Chief of Police or designee in order to use City's taxistands and to accept street hails.

5.50.050 Application.

Every applicant for a taxi permit from the City shall execute and file with the Chief of Police or designee a verified application containing the following information:

A. The applicant's name, age, home address and past experience providing taxi services:

B. Proof of a valid California driver's license:

C. Proof of insurance that meets the approval of City's Risk Manager:

D. Whether any taxi related license, permit or certificate issued to the applicant has been denied, revoked or suspended by any public organization. The circumstances of said denial, revocation or suspension shall be fully explained:

E. Whether the applicant has been convicted of a misdemeanor or felony related to their driving record within five years prior to the date of the application, including the nature of the conviction(s):

F. A fingerprint-based criminal history check:

G. A substance and alcohol test. If an applicant receives a positive substance or alcohol test result, he or she may not resubmit an application for a taxi permit for a period of two years from the date of City's denial of the application:

H. The business address of the taxi the applicant is working for, for purposes of determining where the taxi substantially located:

I. If applicable, trip sheets verifying that the taxi is substantially located within the City:

J. Proof that the vehicle used as a taxi is certified by the National

Institute for Automotive Service Excellence or a facility registered with the Bureau of Automotive Repair;

K. The taxi's trade name and distinguishing vehicle markings, color or colors. All color schemes and changes in color schemes shall be approved by the Chief of Police or designee prior to a taxi conducting business under this chapter;

L. Payment to the City of a processing fee.

5.50.060 Permit Renewal.

A taxi permit shall be renewed annually beginning with the first anniversary date after the permit was issued by the Chief of Police or designee. The renewal procedure will encompass reviewing and updating the applicant's permit application information including trip sheets (if applicable) from the previous year and will be subject to a fee.

5.50.070 Fares.

A. Taxis may set their rates and fares or use flat rate pricing. Taxis shall post the schedule of rates and fares on the vehicle in a place approved by the Chief of Police or designee.

B. Rates and fares may also be provided by telephone on request, as well as posted on the taxi's Internet Web site and mobile telephone application.

C. The taxi shall notify the passenger of the applicable rate prior to the passenger accepting any type of ride, including walkup rides and street hails.

D. If a taxi decides to set their fares by the mile, such taxi is required to install a taximeter of a design which has been approved by the Chief of Police or designee. It shall be the duty of the taxi to keep such meter operating at all times within such standard of accuracy as may be prescribed from time to time by the Chief of Police or designee.

1. The taximeter shall be placed in each taxi so that the reading dial showing the amount to be charged is well lit and easily visible to any passenger riding in the taxi;
2. Every taximeter used in the operation of taxis shall be subject to inspection at any time by the Chief of Police or designee. Upon discovery of any inaccuracy of a taximeter, the operator shall

remove the vehicle until the taximeter has been repaired and accurately adjusted;

3. Every taximeter shall be inspected, tested and affixed with a label for accuracy for the current year by "Kern County Weights and Measures" at the taxi's expense. Every taxi shall provide a copy of the taximeter inspection sheet to be placed in the taxi's file, and a copy must be retained in the vehicle for the City to inspect at any time. The date on which such inspection was made shall be stamped in the blank space on the label provided for that purpose. No labels showing taximeter compliance shall be removed from the vehicle except at the time a subsequent inspection is made;
4. It is unlawful for any taxi, while carrying passengers, to display the flag attached to the taximeter in such a position as to denote the taxi is unemployed, or to fail to throw the flag of the taximeter to a position indicating the taxi is unemployed at the termination of each and every service;
5. At all times while the taxi is engaged, the flag of the taximeter shall be thrown into a position to register charges for mileage, or into a position to register charges for waiting time. No taximeter shall be used whose mechanism will register a combined charge for mileage and waiting time in any single position, and no taximeter shall be so operated as to cause any charge to be registered thereon except during the time while a passenger, or passengers engage the taxi.

E. If a taxi decides to set their fares by charging a flat rate, then the taxi may use any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code.

5.50.080 General Appearance.

Taxi drivers shall keep themselves physically clean and neat at all times while operating in the City.

5.50.090 Revocation of Taxi Permit.

The Chief of Police or designee and the City Manager or designee on appeal, shall have the power to revoke a taxi permit issued under this chapter for any of the following reasons:

- A. Suspension, revocation or expiration of the taxi driver's license:
- B. The violation by the taxi driver of any of the terms, conditions or requirements of the taxi permit under this chapter:
- C. Any act or omission of the taxi driver or any fact or condition which, if it existed at the time the application for a taxi permit was filed, would have warranted the denial of the application:
- D. Failure of the taxi driver's payment of any judgment against them for personal injury or death, or property damage arising out of their operation of a public transportation vehicle, within thirty (30) days after the judgment has become final:
- E. The taxi driver is under the influence of drugs or alcohol while operating a taxi or is convicted of a crime relating to drugs or alcohol:
- F. Failure of the taxi driver to pay when due any applicable taxes imposed by the City:
- G. Any other grounds stated in this chapter.

5.50.100 Notice and Hearing for Revocation.

Revocations shall be administered as follows:

- A. Whenever the Chief of Police or designee has reasonable cause to believe that grounds for the revocation of a permit exists, the Chief of Police or designee shall give the taxi driver written notice stating the alleged grounds and the effective date of the revocation. This notice will be by certified mail, return receipt requested, sent to the address shown on the application or by personal service. The decision of the Chief of Police or designee to revoke a taxi permit may be appealed to the City Manager or designee. The notice shall provide the taxi driver with information on the appeal process:
- B. The taxi driver must submit a written request for an appeal hearing

to the City Manager or designee within ten days of receiving the written notice;

C. Upon receipt of a request for an appeal hearing, the City Manager, or designee, shall conduct a hearing within a reasonable timeframe. The City Manager or designee, shall notify the taxi driver in writing of the date, time, and place of the hearing;

D. The revocation shall be stayed pending the outcome of the appeal hearing;

E. At the hearing, both the taxi driver and the Chief of Police or designee shall have the right to appear and be represented by counsel and to present evidence and arguments which are relevant to the grounds for the appeal, as stated in the written grounds for the appeal hearing. Within ten working days of the conclusion of the hearing, the City Manager or designee shall issue a written decision which states whether the decision of the Chief of Police or designee is upheld, modified, or reversed; the length and effective date of the revocation. The decision of the City Manager or designee shall be served on the taxi driver by certified mail, return receipt requested, or by personal service;

F. The decision of the City Manager or designee shall be final;

G. Upon a written decision of the City Manager or designee which revokes a taxi permit, the taxi permit shall be surrendered to the Chief of Police or designee immediately after service of the notice of the decision.

5.50.110 Taxistand Permit, Application and Requirements.

A. Any person holding a taxi permit, regardless if permitted in the City, and who desires to apply for a taxistand permit, shall do so only upon applying and obtaining written permission directly from the Chief of Police or designee.

B. The taxistand application shall be accompanied by the written consent of the occupant of the first floor of any building of that property in front of which it is desired to establish such vehicle stand, or if the building is a hotel, the written consent of the manager, or if there is no building on the premises or if there is a building and the first floor is not occupied, then the written consent of the owner, agent or lessee of such building or premises. In the event that the occupant, manager, owner, agent or lessee refuses, fails or neglects to grant consent, the Chief of Police or designee shall set a time of hearing within a reasonable time from when the application was filed. Each person qualified to

make or offer a formal objection shall be notified in writing not less than five days prior to such hearing, so he or she is given an opportunity to be heard. Notwithstanding the response by the occupant, manager, owner, agent or lessee, the Chief of Police or designee shall have the right to grant or deny any taxistand application, and may issue or refuse to issue such permit.

C. At the time of applying for a taxistand permit, the applicant shall verify, under oath, that he or she has not, nor has anyone on their behalf been paid, or promised to pay, or offered to pay, nor agreed to pay, deliver or give anything of value for obtaining the consent or endorsement by the occupant or person required to given such consent to the granting of a permit to occupy any stand upon the streets as required in subsection (B) of this section, and for the violation of subsection (B) of this section, such person shall be deemed guilty of a misdemeanor.

D. All taxistand permits shall contain a provision that they are subject to revocation by the Chief of Police or designee at any time.

E. It is unlawful for any taxi to occupy any regularly established taxistand unless such taxi has been assigned that specific taxistand.

F. It is unlawful for a taxi to remain in any taxistand unattended for a period of time longer than ten minutes.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oOo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES: COUNCILMEMBER: RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCILMEMBER: _____
ABSTAIN: COUNCILMEMBER: _____
ABSENT: COUNCILMEMBER: _____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Associate City Attorney

VGK:pd
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ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Ordinances d.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 10/24/2018

WARD:

SUBJECT: First reading of an ordinance amending the text of Title 17 of the Bakersfield Municipal Code within Chapter 17.60 (Signs) related to noncommercial sign regulations. *This amendment does not make any changes to commercial sign regulations.*

STAFF RECOMMENDATION:

Staff recommends first reading of the ordinance.

BACKGROUND:

While the attached ordinance includes 58 pages, the text is only amended on pages 5, 7, 16, 21, 26, 33, 41, 48, 49, and 57. The majority of those pages include simply replacing Political Election Signs with Non-commercial signs. The substantive changes to regulations are included on pages 48 and 49.

This ordinance is being proposed because on July 6, 2018, S. Rodriguez filed a lawsuit against the City of Bakersfield ("City") alleging a Violation of his First Amendment right to erect political signs for longer than the time frame allowed in the Bakersfield Municipal Code ("BMC"). The complaint relies heavily on the U.S. Supreme Court case *Reed v. Town of Gilbert (2015)*, which held that non-commercial signs cannot be regulated based on content. This ruling essentially means that all non-commercial signs must be treated the same. Thus, once a determination is made the content of the sign is non-commercial, it cannot be regulated any differently than other non-commercial signs.

The three types of signs specifically evaluated by the Supreme Court in *Reed v. Town of Gilbert* are political election signs, ideological signs, and temporary directional signs. The BMC includes the same categories of signs, and each category has different regulations. Therefore, in order to comply with the ruling in *Reed v. Town of Gilbert*, the BMC needs to be amended accordingly.

The proposed amendments to the BMC will create one category for non-commercial signs and enact regulations based upon zoning. Below is a summary of the proposed regulations.

Commercial Signs. No changes being proposed.

Non-Commercial Signs. Signs expressing political, social, religious or other noncommercial message. These signs are subject to the following regulations:

1. Signs shall not be placed on private property without the consent of the property owner. No such sign, either freestanding or posted on any object, shall be placed or erected on public property, within the public right-of-way, or any maintained parkway/landscape area.
2. Signs shall not exceed an area of eight square feet and a height of six feet.
3. Signs may only be displayed for 90 days and must be removed for at least 30 days before being displayed again.
4. In residential districts, each parcel of property may display one sign in compliance with this chapter. However, during the period of time beginning 90 days before a general, special, primary, or runoff election, and ending 10 days after such election, each property may display two signs in compliance with this chapter.
5. In the commercial, industrial, and agricultural districts, each Parcel of property or commercial center may display one sign in compliance with this chapter. However, during the period of time beginning 90 days before a general, special, primary, or runoff election, and ending 10 days after such election, each property may display four signs in compliance with this chapter, and said signs may be up to an area of thirty two square feet and a height of eight feet.
6. Signs shall not be illuminated.

On October 18, 2018, the Planning Commission reviewed the proposed revisions and recommended that the City Council adopt them.

ENVIRONMENTAL REVIEW AND DETERMINATION:

Public notice for the proposed project and environmental determination was published as a 1/8th page display advertisement in the Bakersfield Californian and posted on the bulletin board in the City of Bakersfield Development Services Department, 1715 Chester Avenue, Bakersfield, California, and mailed to those who have requested notice.

This project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA) and the City of Bakersfield's CEQA Implementation Procedures. Under the general rule of CEQA in accordance with Section 15061 (b)(3), it can be seen with certainty that there is no possibility that adoption of the proposed ordinance text amendments will have a significant effect on the environment. These changes are to existing ordinance regulations specific to signs, and only modify the BMC to be in compliance with case law.

ATTACHMENTS:

Description	Type
□ Redlined Ordinance	Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTIONS
17.04.547, 17.60.020, 17.60.060, 17.60.070 AND
17.60.080 OF THE BAKERSFIELD MUNICIPAL
CODE RELATING TO SIGNS.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Chapter 17.04.547 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.547 Sign.

“Sign” means and includes every message, announcement, device, declaration, demonstration, display, illustration, insignia, advertising statuary, surface or space, including the supporting structure and component parts, erected or maintained for attraction of, attention to, identification of or advertisement of a business, profession, product or service. Exemptions to this definition are listed in Section 17.60.080. Specific sign definitions are identified as follows:

“Abandoned sign” means a sign that includes copy that remains in place or is not maintained, for a period of ninety days or more, which no longer advertises or identifies an on-going business, product or service available on the premises where the sign is located.

“Advertising statuary” means a three-dimensional imitation, representation or similitude of a person, animal or object which is sculptured, molded or cast in any solid or plastic substance, materials or fabric and is used for advertising purposes.

“A-frame” means any sign with two or more faces or surfaces usable for advertising display, not attached to the wall of a building or structure, whether portable or affixed to the ground and commonly known as A-frame, T-frame and sandwich board.

“Animated sign” means any sign which uses movement or change of lighting to depict action, or to create a special effect or scene.

“Awning, canopy or marquee sign” means a sign that is mounted on or painted on, or attached to an awning, canopy, marquee, or other such

overhang. Such signs shall be considered wall signs for the purpose of calculating allowable sign area.

"Banner, flag, pennant, streamer or balloon" means any fabric, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing or vehicle, including captive balloons and other such inflatable signs, but not including official flags of the United States, state of California and other states of the nation, counties, municipalities, foreign nations and national/international nonprofit organizations.

"Bench sign" means a bench located outdoors with advertising matter thereon.

"Building identification sign" means a sign which serves to identify individual buildings on a site to assist in providing direction to the public. Such sign does not contain commercial advertisement or business identification.

"Business identification sign" means any sign which is used to identify or advertise the occupant of a commercial or industrial business.

"Center identification sign" means any sign which is used to identify or advertise a shopping or business center as defined in this title.

"Commercial sign" means a sign which advertises a product or service for profit or for a business purpose.

"Construction or home improvement sign" means a temporary sign stating the names of those individuals, firms or corporations connected with the construction project and which is placed upon the premises where construction, repair or renovation is in progress. Said sign may include the name of the city in which their business is located and emergency telephone numbers.

"Copy" means any words, letters, numbers, figures, designs, or other symbolic representations incorporated into a sign.

"Directional sign" means an on-premises, incidental sign designed to guide or direct pedestrian or vehicular traffic.

"Directory" means any sign listing the names, and/or use, and/or location of the various businesses or activities conducted within a building or group of buildings.

"Electric message display" means a sign displaying words, symbols, figures, images or video that is automatically controlled by mechanical, electronic, or computerized means.

“Flashing sign” means any sign which contains or is illuminated by lights which flash, scintillate, blink, travel, go on and off intermittently, change in intensity or color or is illuminated by light not providing constant illumination, also including flashing beacons or flashing arrows and parts of attachments to signs which are illuminated by such lights.

“Freestanding sign” means a sign which is supported by one or more columns, uprights, or braces in or upon the ground and not attached to a building. Monument, pylon and pole signs are considered freestanding signs.

“Freeway-oriented sign” means any pylon sign identifying premises where food, lodging and places of business engaged in supplying goods and services essential to the normal operation of motor vehicles and which are directly dependent upon an adjacent freeway.

“Future facility sign” means a temporary sign which identifies the future use or tenant, consistent with what use is permitted by the existing zoning of the site.

“Garage sale sign” means a temporary sign which announces the sale of personal used goods, furniture, or clothing at a residence by the occupant for a limited period of time. Sign may also be referred to as a yard sale or estate sale.

“Indirectly illuminated sign” means a sign whose illumination is derived entirely from a light source which is arranged so that no direct rays of light are projected from such light source into adjacent properties or public streets.

“Logo” means a symbol, design, or graphic representation which may or may not include text, which identifies a business, activity or company.

“Menuboard” means a sign similar to a readerboard which is a permanent structure upon which is displayed a menu of items for sale and may or may not include prices, of which the copy is of a temporary or changeable nature. Advertisement or copy shall not be displayed on materials constructed of cloth, fabric, paper, cardboard, placards, or similar such materials.

“Monument sign” means a low profile freestanding sign supported from grade to the bottom of the sign face with or having the appearance of a solid base. The width of the base shall be at least seventy-five percent of the dimension of the width of the sign face, and the area of said base shall not exceed fifty percent of the allowable area of the sign face.

“Moving sign” means any sign which has any visible moving part, visible revolving parts or visible mechanical movement of any description or other

apparent visible movement achieved by electrical, electronic or kinetic means, including intermittent electrical pulsations, or by action of wind currents.

“Nameplate” means a small sign that contains the name and/or address of the occupant of a residence or building, and is located near or on the door of the entrance.

“Neighborhood/subdivision identification sign” means a sign which identifies a single-family development, condominium development, or apartment complex. This type of sign also includes signs identifying public parks.

“Nonconforming sign” means a sign which was legally installed under laws or ordinances in effect prior to the effective date of this title or subsequent revisions as they pertain to signage, but which is currently in conflict with those provisions. This definition does not include signs illegally installed contrary to the laws or ordinances in effect when it was established.

“Off-premises or off-site sign” means a sign that directs attention to a business, profession, product, commodity, or service that is not the primary business, profession, product, commodity or service conducted, sold, manufactured or offered on the site on which the sign is located.

“On-premises or on-site sign” means a sign that directs attention to a business, profession, product, commodity, or service that is the primary business, profession, product, commodity or service conducted, sold, manufactured or offered on the site on which the sign is located.

“Outdoor advertising sign (billboard)” means a sign that is rented or leased for limited durations as specified by Section 17.60.070E, has temporary or changeable copy, and is not to be used as permanent off-premises identification sign for a business or activity, and directs attention to a business, profession, product, commodity or service that is not the primary business, profession, product, commodity or service conducted, sold, manufactured or offered on the site on which the sign is located.

“Outlining of a building” means the placing and maintaining of neon tubing, fluorescent lighting, or incandescent lighting in a line marking the outer limits or edges of a building or window or roof of a building. Such definition shall not apply to any customary Christmas lighting placed and maintained for a reasonable time during the holiday season.

“Pole banner” means a sign on a rectangular piece of lightweight fabric or similar non-rigid material that is attached on the longest side to a vertical pole, and is framed along the top and/or bottom by a solid structural unit attached to the pole to ensure that it hangs flat.

~~“Political election sign” means a temporary sign directly associated with national, state and local elections.~~

“Portable sign” means a sign not permanently affixed to the ground or a building or structure on the premises it is intended to occupy.

“Projecting sign” means an identification sign other than a wall sign, which projects more than twelve inches from and is supported by, a wall of a building or structure.

“Promotional sign” means a temporary sign that promotes an individual business’ merchandise, services or products on sale, but does not include the business’ name.

“Public service sign” means any sign or portion thereof intended to promote items of general interest to the community such as public events or public messages, time, temperature, atmospheric conditions.

“Pylon sign” means a freestanding sign that is supported by pylons, pillars, poles, columns, or similar structures, and that the area between grade and the bottom of the sign face is more than fifty percent open. Such sign may also be referred to as a pole sign.

“Readerboard” means a sign which is a permanent structure upon which is displayed advertising material or copy of a temporary or changeable nature. Advertisement or copy shall not be displayed on materials constructed of cloth, fabric, paper, cardboard, placards, or similar such materials.

“Real estate sign” means a temporary sign offering real property, personal property, or a business, or any combination thereof, for sale, lease or exchange and includes signs pertinent to open houses and property management. It does not include merchandise sold in the usual course of business.

“Residential subdivision/project directional kiosk” means an offsite sign structure with individual name panels identifying subdivisions where new home sales are taking place. Each panel informs the viewer as to the specific project and the route or change of direction of travel for potential buyers to visit the project.

“Roof sign” means an identification sign or portion thereof located on, or extending over the roof line of a building and either supported by the roof of a building or by independent structural frame. A sign which is attached flat against the wall of a penthouse or other similar roof structure which is a part of the enclosed floor area of the building shall be considered a roof sign. Mansard type roof signs or any single-faced sign attached to or mounted upon a roof which has a slope which exceeds forty-five degrees

from the horizontal plane and which does not project above the highest sight line of such roof, shall be deemed a wall sign for the purposes of this chapter.

“Rotating sign” means any sign that moves or that portion of any sign which moves or rotates in any manner.

“Shingle sign” means a sign that is suspended from a marquee, canopy, awning, or similar overhang, and is oriented to be viewed by pedestrians.

“Skyline building sign” means a wall sign comprised solely of individual letters or logo that provides long distance visual identification of a building or its primary tenant. Such sign shall only be permitted for a building that is three or more stories and shall be located on the top story or between the top story and top of the building.

“Special event sign” means a temporary sign publicizing a unique happening, action, purpose or occasion. These signs may be promotional; however, the event occurs infrequently or one time such as grand openings, clearance sales, seasonal sales, carnivals, and fund raising events.

“Temporary sign” means a sign usually constructed of cloth or fabric, cardboard, wallboard, wood, aluminum, or other light material intended to be displayed for a limited period of time.

“Vehicle sign” means an advertising display or sign that is exposed to public view, attached to, painted on, or supported from a parked or mobile automobile, truck trailer or other mobile vehicle, for the purpose of advertising a business, service or products, or directing people to a business activity, located on any private or public property, but shall not refer to standard advertising or identification practices where such sign is painted on or permanently attached to a commercial or business vehicle used in the conduct of such business.

“Wall sign” means a sign attached to, embedded in, painted on or erected against the exterior wall of a building or structure, with the exposed face of the sign in a plane approximately parallel to the plane of the wall, and does not project more than twelve inches from the wall that is attached. Signs attached to or painted on an awning, canopy, marquee, or other such overhang shall be considered wall signs for the purpose of calculating allowable sign area.

“Window sign” means any sign painted, attached, glued or otherwise affixed to, and visibly displayed on the inside or outside of a ground floor window and facing a public street, walkway, mall or parking lot available for public use. If a window is painted or otherwise covered in that it resembles the building wall or no longer functions to provide a view within

or outside the building, then any signs within or on that space shall be considered as and subject to the minimum area permitted for wall signs.

SECTION 2.

Section 17.60.020 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.60.020 Permits.

A. *Permit Required.* No sign shall be painted, placed, pasted, posted, printed, tacked, fastened, constructed, erected, re-erected, installed, altered or otherwise permitted or maintained without first obtaining a permit from the building director in accordance with the requirements of this chapter and Chapter 15.36.

B. *Permit Not Required.* Regardless of subsection A, permits from the building director are not required for the following signs:

1. Real estate sales, rent, lease or open house; construction/home improvement, future facility use or tenant signs, and agricultural signs not exceeding sixteen square feet in area and six feet in height, placed on the property subject to such sign;
2. Changing of the advertising copy or message on a theater marquee, readerboard, menuboard, or similar such sign;
3. Repainting or cleaning of an outdoor advertising structure or changing the advertising copy or message thereon shall not be considered an erection or alteration which requires a sign permit unless a structural change is made;
4. Nonilluminated promotional window sign as regulated by the zone district in which it is located;
5. Garage/yard sale and estate sale signs, pursuant to the requirements of Section 17.60.060(B);
6. ~~Political Election~~ **Non-Commerical** signs, pursuant to the requirements of Section 17.60.070(C);
7. Flags for model homes as regulated in the residential districts;
8. Name plate, as regulated;

9. Signs that are exempt as specified in Section 17.60.080;
10. Nonprofit special event signs subject to the provisions of Section 17.60.070(B)(5);
11. Pole banners, pennants/streamers in compliance with the provisions of Sections 17.60.060(B)(4), (5) and (9).

C. *Other Actions.* Uses permitted under conditional use permits, wall and landscape plans, zone changes, specific plans, and other such projects may include signage as part of and in accordance with, the permit or project. The board of zoning adjustment, planning commission, or city council may approve, deny, limit or grant modifications to such signage consistent with the provisions of this chapter. If a comprehensive sign plan is required as a condition of approval for such project, a separate application for said plan shall be required pursuant to Section 17.60.030.

D. *Exceptions.* The building director may, in writing, grant exceptions to the following sign regulations provided it has been determined that strict application of the provisions of this chapter places an unnecessary hardship in satisfying the purposes of this chapter:

1. Reduction of the minimum sign setbacks or minimum distance between signs of not more than ten feet;
2. Signage on properties having no street frontage provided that any such sign permitted shall not exceed the regulations as delineated by the zone district in which they are located;
3. Additional on-site residential project identification signs, not to exceed two additional per project, or an increase in sign area of one residential identification project sign to sixty-four square feet;
4. An increase of a monument sign located within a commercial or industrial zone district to sixty square feet in area and twelve feet in height, provided the total number of monument signs per street frontage shall not exceed two signs and no pylon sign exists along that street frontage or will be permitted.

E. *Modification of Regulations Not Permitted.* Signs shall only be permitted provided they meet the regulations of the zone district in which they are located for that type of sign. With the exception of subsection D of this section or Section 17.60.030 regarding comprehensive sign plans, no

waivers of, exceptions to, or modification of any regulation of this chapter shall be permitted.

F. *Fees.* The city may impose fees to offset the costs associated with permit administration and monitoring pursuant to Chapter 3.70.

SECTION 3.

Section 17.60.060 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.60.060 Sign development standards.

A. *General Regulations.* The following provisions shall apply to all signs unless otherwise stated in this chapter:

1. Signs or their supporting members shall not be erected, altered, relocated, or maintained so as to interfere with or restrict access to a window or other opening in a building in such manner as to limit air circulation or obstruct or interfere with the free use of a fire escape, exit, standpipe, stairway, door, ventilator or window, or similar opening. Any such sign constitutes a nuisance and shall not become a legal nonconforming sign.

2. All signs shall be constructed, installed and maintained to structurally comply with all applicable requirements of the Building Code and Uniform Sign Code, as adopted and amended by the city. Those signs incorporating electrical components shall be constructed and maintained to also comply with the Electrical Code as adopted by the city.

3. Where signs are permitted to be illuminated, the following regulations shall apply:

- a. Floodlighting is permitted only when such lighting is installed on private property or property maintained by a maintenance district, and is hooded or shielded so that the light source is not a nuisance or detrimental to persons viewing such area, nor affect or interfere with vehicular traffic, pedestrians, or adjacent properties in any manner.

- b. Outlining of a building by means of exposed neon tubing is permitted only where the amperage does not exceed thirty

milliamperes. Outlining of a building by means of exposed incandescent lighting is permitted if the wattage does not exceed forty watts per bulb and the units of lights forming the line marking the outer limits or edges of a building, or window or roof of a building, are at least two feet apart.

c. Exposed bulbs forming a part of a sign are permitted, provided they do not exceed fifteen watts per bulb; signs in the C-2, C-C, C-B, M-1, M-2 and M-3 zone districts may be allowed up to forty watts per bulb. Neon signs shall not exceed thirty milliamperes. Bulbs providing indirect lighting not visible from off the premises of the sign are not subject to this subsection. Exposed reflector-type lamps forming part of a sign or used to illuminate a sign are prohibited in all instances.

d. Flashing signs are only permitted in the C-2, C-C, C-B, M-1, M-2 and M-3 zone districts and shall not exceed a total of sixty milliamperes for neon signs, and ten watts for incandescent signs.

e. Signs that contain changeable copy produced by light emitting diodes (LEDs), incandescent or low voltage lamps or bulbs, cathode ray tubes (CRTs), plasma, or other such lighting devices, shall include automatic brightness compensation features to adjust brightness to compensate for sun angle and ambient light conditions, and ensure that the sign is visible but not excessively bright to adversely affect motorists or nearby residents.

4. Placards or posters advertising special community events are permitted as window signs or on public bulletin boards.

5. Public service signs may contain or include trade or professional name identification and logo only.

6. Theater marquee signs are permitted pursuant to the regulations of the Uniform Sign Code as adopted and amended by Chapter 15.36.

7. Permitted signs for a particular street frontage of a parcel may not be combined with that allowed for another street frontage for the purpose of placing the combined area of signs on one street frontage.

8. Any commercial sign which does not identify or advertise the occupant of a building, lot or premises, or relate to any merchandise or to any business or other activity available or being conducted at the

building, lot or premises where the sign is located, except outdoor advertising signs and subdivision directional signs, is prohibited; however, in each instance and under the same conditions under which this chapter permits a sign, a sign containing copy with ideological, political, or other noncommercial message and constructed subject to the standards of the zone district in which it is located, shall be permitted.

9. Persons owning or controlling any sign shall keep such sign, together with all supports, braces, guys and anchors in good repair and in proper state of preservation at all times. Signs shall be fully operational and present a satisfactory appearance in regard to painting, cleaning, broken faces, electrical outages, landscaping, or anything deemed related to the appearance of the sign.

10. Any sign structure, can, supports, anchors or other related component of a sign that will not be utilized due to new signs being permitted, shall be removed prior to any new sign being installed.

B. *Regulations by Zone District—Sign Matrix.* The following tables identify the signs permitted in each zone district. In addition to the following regulations, all signs shall be in compliance with all other provisions of this chapter:

1. Signs permitted in the Residential and Agricultural/Open Space Zone Districts (R, E, A, OS, MH, TT, FP-P, DI Zones):

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
a. Name Plate	Wall or door	1 per residence	1 sq. ft.	Below roofline	Yes	a. Shall be on premises. b. Sign shall be attached to and parallel with the front wall or front door.	Shall identify only the name and/or street address of the occupant.

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
b. Apartment ID (over 4 units)	Wall or monument	1 per street frontage	32 sq. ft. each	20 for wall sign and 6 ft. for monument sign Note: Wall signs may exceed the height max. if building is 3 or more stories per skyline sign standards.	Yes	Setbacks: - 10 ft. from interior property lines - 0 ft. from street rights-of-way	a. Copy limited to project name and address only. b. Signs shall not be internally lighted. c. Building wall sign shall not exceed a horizontal length greater than 70% of the linear frontage elevation that sign is placed. d. If skyline signs are utilized, such signs as well as all other wall signs shall be subject to Section 17.60.070F.
c. Neighborhood Subdivision ID (includes parks)	Subdivision wall or monument	2 per major entrance not to exceed signs at 2 entrances	32 sq. ft. each	6 ft.	Yes	Signs shall be located at the entrances where arterial and/or collector streets intersect with local streets into the development.	a. Copy limited to project/ neighborhood name only; use of developer/ subdivider name or logo, or commercial advertising is prohibited. b. City Parks Div. shall approve of all material used in the sign to assure continued maintenance.
d. Temporary Signs							

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
i. Residential Project ID (on-site)	Freestanding	2 per subdivision (multiple phases of a tract shall be considered a single subdivision)	32 sq. ft.	12 ft.	No	Shall be within the subdivision or project. Signs shall be prohibited on lots developed with residences.	<p>a. Limited to new projects only.</p> <p>b. Copy may include direction to model homes/sales office, the developer/builder's name, logo, prices, and any other information related to home sales.</p> <p>c. All signs shall be removed within 30 days after the initial sale/rent of the last unit in the project/subdivision tract, or 2 years after recordation of the final map, whichever occurs first. The director may grant up to 2 time extensions not to exceed 1 year each if necessary to complete all sales.</p>
ii. Residential Sub/Project Directional (off-site)	See Section 17.60.070 A.						
iii. Real Estate (sales, rent, lease)	Freestanding	1 per parcel	6 sq. ft.	6 ft.	No	<p>a. Shall be on premises being sold, rented or leased.</p> <p>b. -10 ft. from interior property lines.</p> <p>- 0 ft. from street</p>	<p>a. Copy shall pertain to advertise the sale, rent or lease and not for the purpose of commercial advertising of a business.</p> <p>b. Signs shall be removed within 10 days after the sale, lease or exchange has been</p>

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
						rights-of-way.	completed.
iv. Real Estate (open house)	Freestanding	6 per residence (1 on-site, 5 off-site directional)	3 sq. ft.	6 ft.	No	Off-site directional signs shall not be located more than 1 mile from the open house.	<p>a. The maximum duration of the use of these signs shall not exceed 3 consecutive days each week.</p> <p>b. Use of A-frame signs are permitted provided they are not located in the public-right-of-way or maintained parkway/ landscape area.</p> <p>c. Balloons, pennants, streamers and banners may be used in conjunction with on-site signs but not off-site signs.</p>
v. Garage, Yard and Estate Sales	Freestanding	2 per residence (1 on-site, 1 off-site)	3 sq. ft.	6 ft.	No	Off-site sign shall not be placed within right-of-way and shall not be affixed in any manner to any utility pole, street sign, fence, etc.	<p>a. No property shall be allowed signage for more than 2 sales per calendar year.</p> <p>b. The maximum duration of the use of these signs shall not exceed 3 consecutive days.</p> <p>c. Balloons, pennants, streamers and banners may be used in conjunction with on-site signs but not off-site signs.</p>
vi. Construction / Home	Freestanding	1 per project or residence	4 sq. ft.	6 ft.	No	<p>a. Shall be on premises.</p> <p>b. Shall be setback 10</p>	a. Copy limited to type of construction occurring on-site and name of company including

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
Improvement						ft. from all property lines.	logo. b. Sign shall be removed within 10 days after completion of project.
vii. Future Use	Freestanding	1 per undeveloped parcel	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Shall be setback 10 from all property lines.	a. Copy limited to identify future use consistent with existing zoning and may include ownership ID. b. Sign shall be removed upon initial occupancy of site or building.
viii. Model Home/ Tract Sales Office	Freestanding and flags	Signs: 1 per sales office 1 per model home Flags: 20 per subdivision	Sales office: 24 sq. ft. Model home: 8 sq. ft. Flag: 15 sq. ft.	Sales office: 8 ft. Model home: 4 ft. Flag: 25 ft. (pole height)	No	Signs for sales office and model homes shall be located on the lot containing said office or model. Flags may located anywhere on the project site where the new homes are being constructed for appropriate identification of the project, model homes or sales office, provided they are not located within any street right-of-way or	a. Limited to new projects only. b. Copy limited to name of development and/or company name/logo. c. All flags shall be removed within 30 days after the initial sale of the last unit in the project/subdivision tract, or 2 years after recordation of the final map, whichever occurs first. The Director may grant up to 2 time extensions not to exceed 1 year each if such flags are necessary to complete all sales. d. Signs shall be removed when model home is sold, sales office closed, or per subsection c above, whichever occurs first.

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
						public parkway. Flags shall be prohibited on developed lots with occupied residences or lots not owned by the builder/developer advertising on said signs.	e. Special event permits are not required for balloons (as limited per Section 17.60.070 B.3.) or banners 6 ft. or less in height if only used on Saturdays and Sundays.
ix. Special Event	See Section 17.60.070 B.						
x. Political Election <u>Non-Commercial</u>	See Section 17.60.070 C.						
e. Agricultural Products	Freestanding	1 per parcel	32 sq. ft.	8 ft.	No	a. Shall be on premises b. Shall be setback 10 from property lines, except those fronting public streets where no setback is required.	a. Copy limited to products produced on the property or agricultural related affiliation, and may also include name of owner. b. Sign is only permitted in the A and R-S zone districts.

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.50)	Remarks
f. Churches and Schools	Uses are subject to the CH (Church) combining zone sign standards pursuant to Section 17.60.060(B)(6)(c).						

2. Signs Permitted in the C-O (Professional and Administrative Office) Zone District:

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed ?	Location Restrictions (also see Section 17.60.050)	Remarks
a. Residential Uses	Subject to the residential sign standards pursuant to Section 17.60.060(B)(1)						
b. Business ID	Wall	No limit; total combined area of all signage shall not exceed the maximum area per elevation.	Street elevations: 1 sq. ft. per linear foot of the business' elevation sign is located or 100 sq. ft., whichever is less. Non-street elevations: 0.5 sq. ft. per linear foot of the business' elevation sign is located or 32 sq. ft.,	30 ft. Note: Wall signs may exceed the height maximum if building is 3 or more stories per skyline sign standards.	Yes	Sign shall not project above roofline of building.	a. Each business shall be entitled a minimum of 16 sq. ft. of wall signage per elevation. b. Sign shall not exceed a horizontal length greater than 70% of the linear business frontage. c. If skyline building signs are proposed, such signs as well as all other wall signs shall be subject to Section 17.60.070(F).

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed ?	Location Restrictions (also see Section 17.60.050)	Remarks
			whichever is less.				
	Pylon or monument	4 per street frontage (see Remarks for additional monument signs)	32 sq. ft. each	8 ft.	Yes	a. Setbacks - 25 ft. from interior property lines (not part of a center). - 0 ft. from street rights-of-way. b. Minimum 50 ft. between signs. c. 100 ft. from existing outdoor advertising structures.	a. Business or center is limited to use of either pylon or monument. b. Business or center name is limited to being listed on only one sign per street frontage. c. If center name incorporates the name of an on-site business in any form, said name shall not be allowed on other sign per item b. d. One additional sign per street frontage is permitted that only identifies the center. e. Centers with over 500 ft. of street frontage are allowed 1 additional monument sign, then 1 for each 200 ft. of additional frontage along that street.
	Window	1 per street frontage	8 sq. ft.	Below 2nd floor or 15 ft., whichever is less.	Yes	Ground floor windows only.	Area limitation and location does not apply to customary noncommercial holiday decorations maintained pursuant to Section

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed ?	Location Restrictions (also see Section 17.60.050)	Remarks
							17.60.080(R).
	Shingle	1 per elevation	6 sq. ft.	7 ft. min. ground clearance	Yes	Shall be at entrance(s) utilized by the public during business hours.	Sign shall be oriented for sidewalk pedestrian traffic perpendicular to the store front.
	Name plate (wall or door)	1 per loading entrance	2 sq. ft. each	6 ft.	No	Adjacent to or on door of loading entrance of each tenant.	a. Copy shall be limited to business/tenant name. b. Sign is limited to loading entrance only, not public entrance.
c. Building ID (multiple buildings on-site)	Wall	2 per building	10 sq. ft. each	10 ft.	Yes	Wall only	a. Illumination shall be indirect or backlit; internal lighting is prohibited. b. Copy shall pertain only to the name of the building to assist in providing direction to the public, commercial name/advertising copy is prohibited.
d. Temporary Signs							
i. Real Estate	Freestanding, wall or window	1 per saleable or leasable space	32 sq. ft.	12 ft.	No	a. Shall be on premises being sold, rented or leased. b. Shall be set back 10 ft. from all property lines.	a. Copy shall pertain to advertise the sale, rent or lease and not for the purpose of commercial advertising of a business. b. Signs shall be removed within 10 days after the sale, lease or exchange has

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed ?	Location Restrictions (also see Section 17.60.050)	Remarks
							been completed.
ii. Construction	Freestanding	1 per project facing street	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Shall be set back 10 ft. from property lines.	a. Copy limited to type of construction occurring on-site and name of company including logo. b. Sign shall be removed within 10 days after completion of project.
iii. Future Facility, Use or Tenant	Freestanding , wall or window	1 per street frontage	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Shall be set back 10 ft. from property lines.	a. Copy limited to identify future use consistent with zoning, or future occupancy and may include ownership identification. b. Sign shall be removed upon occupancy of building or site.
iv. Promotional	Window	Allowed on up to 3 building elevations	40% of window area per building elevation	Below 2nd floor or 10 ft., whichever is less.	Yes	Ground floor windows only.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business identification is prohibited except as permitted under 2.b. b. Area limitation does not include business identification under 2.b. c. Area limitation and location does not apply to customary noncommercial holiday

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed ?	Location Restrictions (also see Section 17.60.050)	Remarks
							decorations maintained for a reasonable time during a holiday season.
	Pole banners	4 per light pole (2 on each side of pole, back to back)	30 in. wide x 96 in. tall (each)	Cannot extend above the top of the light pole.	Yes	Only allowed on permanent on-site light poles.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business name/logo is limited to a maximum of 25% of the banner area.
v. Special Event	See Section 17.60.070(B).						
vi. Political Election <u>Non-Commercial</u>	See Section 17.60.070(C).						

3. Signs permitted in the C-1 (Neighborhood Commercial) Zone District:

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
a. Residential Uses	Subject to residential sign standards pursuant to Section 17.60.060(B)(1)						
b. Business ID	Wall	No limit; total combined area of all signage shall not exceed	Street elevations: 1 sq. ft. per linear foot of the business'	30 ft. Note: Wall signs may exceed the height maximum if building	Yes	Sign shall not project above roofline of building.	a. Each business shall be entitled a minimum of 16 sq. ft. of wall signage per elevation. b. Sign shall not

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
		the maximum area per elevation.	elevation sign is located or 150 sq. ft., whichever is less. Non-street elevations: 0.5 sq. ft. per linear foot of the business' elevation sign is located or 75 sq. ft., whichever is less.	is more than 3 stories per skyline sign standards.			exceed a horizontal length greater than 70% of the linear business frontage. c. If skyline building signs are proposed, such signs as well as all other wall signs shall be subject to Section 17.60.070(F).
	Pylon or monument	Pylon: 1 per street frontage Monument: 4 per street frontage (see Remarks for additional signs)	Pylon: 150 sq. ft. Monument: 32 sq. ft. each.	Pylon: 25 ft. Monument: 8 ft.	Yes	a. Setbacks: - 25 ft. from interior property lines (not part of a center) - 0 ft. from street rights-of-way. b. Minimum 50 ft. between signs. c. 100 ft. from existing outdoor advertising structures.	a. Business is limited to either pylon or monument signs; however if center identification is provided on a pylon then monuments are permitted. b. Business or center name is limited to being on only 1 sign per street frontage. c. Pylon sign that does not have a minimum clearance of 8 ft. from the ground to the bottom of the sign face shall not exceed the maximum height and area of a monument sign. d. If the center

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							<p>name incorporates the name of an on-site business in any form or variation, said business shall not be allowed on other signs per item b.</p> <p>e. See Section 17.60.070(D) for pylon sign requirements if proposed as a freeway oriented sign.</p> <p>f. Centers with over 500 ft. of street frontage are allowed 1 additional monument sign, then 1 for each 200 ft. of additional frontage.</p> <p>g. Centers with over 1,000 ft. of street frontage are allowed 1 additional pylon sign along that street; a minimum of 300 ft. shall be maintained between pylon signs.</p>
	Window	1 per street frontage	8 sq. ft.	Below 2nd floor or 10 ft., whichever is less	Yes	Ground floor windows only.	Area limitation and location does not apply to customary noncommercial holiday decoration maintained pursuant to Section 17.60.080(R).

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
	Readerboard/ menuboard (wall or freestanding)	2 per business	32 sq. ft. each	12 ft.	Yes	a. Shall not be portable. b. Shall not be placed or maintained upon any sidewalk area. c. Minimum 1 ft. between signs.	Copy limited to indicating prices, merchandise, or services offered; official public services provided on premises; credit cards honored; directions to customers; and like matters. Use of streamers, pennants and banners are prohibited.
	Shingle	1 per elevation	6 sq. ft.	7 ft. min. ground clearance	Yes	Shall be at entrance(s) utilized by public during business hours.	Sign shall be oriented for sidewalk pedestrian traffic perpendicular to the store front.
	Name plate (wall or door)	1 per loading entrance	2 sq. ft. each	6 ft.	No	Adjacent to or on door of loading entrance of each tenant.	a. Copy shall be limited to business/tenant name. b. Sign is limited to loading entrance only that is not the business' public entrance.
c. Building ID (multiple buildings on-site)	Wall	1 per building	10 sq. ft.	10 ft.	Yes	Wall only.	a. Illumination shall be indirect or backlit; internal lighting is prohibited. b. Copy shall pertain only to the name of the building to assist in providing direction to the public, commercial name/advertising copy is prohibited.

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
d. Temporary Signs							
i. Real Estate	Freestanding, wall or window	1 per saleable or leasable space	32 sq. ft.	12 ft.	No	a. Shall be on premises being sold, rented or leased. b. Shall be set back 10 ft. from all property lines.	a. Copy shall pertain to advertise the sale, rent or lease and not for the purpose of commercial advertising of a business. b. Signs shall be removed within 10 days after the sale, lease or exchange has been completed.
ii. Construction	Freestanding	1 per project facing street	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Sign shall be set back 10 ft. from property lines.	a. Copy limited to type of construction occurring on-site and name of company including logo. b. Sign shall be removed within 10 days after completion of project.
iii. Future Facility, Use or Tenant	Freestanding, wall or window	1 per street frontage	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Sign shall be set back 10 ft. from property lines.	a. Copy limited to identify future use consistent with zoning, or future occupancy and may include ownership identification. b. Sign shall be removed upon occupancy of building or site.
iv. Promotional	Window	Allowed on up to 3 building elevations	40% of window area per building elevation	Below 2nd floor or 10 ft., whichever is less.	Yes	Ground floor windows only.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business identification is prohibited

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							except as permitted under (3)(b). b. Area limitation does not include business identification under (3)(b). c. Area limitation and location does not apply to customary noncommercial holiday decorations maintained pursuant to Section 17.60.080(R).
	Pole banners	4 per light pole (2 on each side of pole, back to back)	30 in. wide x 96 in. tall (each)	Cannot extend above the top of the light pole.	Yes	Only allowed on permanent on-site light poles.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business name/logo is limited to a maximum of 25% of the banner area.
v. Special Event	See Section 17.60.070(B).						
vi. Political Election Non-Commercial	See Section 17.60.070(C).						

4. Signs permitted in the C-2 (Regional Commercial) and Manufacturing (M-1, M-2, M-3) Zone Districts:

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
a. Residential Uses	Subject to the residential sign standards pursuant to Section 17.60.060(B)(1).						
b. Business ID	Wall	No limit; total combined area of all signage shall not exceed the maximum area per elevation.	Street elevations: 2 sq. ft. per linear foot of the business' elevation sign is located or 250 sq. ft., whichever is less. Non-street elevations: 1 sq. ft. per linear foot of the business' elevation sign is located or 125 sq. ft., whichever is less.	30 ft. Note: Wall signs may exceed the height maximum if building is more than 3 stories per skyline sign standards.	Yes	Signs shall not project above roofline of building.	a. Each business shall be entitled a minimum of 16 sq. ft. of wall signage per elevation. b. Sign shall not exceed a horizontal length greater than 70% of the linear business frontage. c. If skyline building signs are proposed, such signs as well as all other wall signs shall be subject to Section 17.60.070(F).
	Pylon or monument	Pylon: 1 per street frontage if pylon; Monument: 4 per street frontage if monument (see Remarks for additional signs)	Pylon: 250 sq. ft. Monument: 32 sq. ft. each.	Pylon 35 ft. Monument 8 ft.	Yes	a. Setbacks: - 25 ft. from interior property lines (not part of a center). - 0 ft. from street rights-of-way. b. Minimum 50 ft. between	a. Business is limited to either pylon or monument signs; however if center identification is provided on a pylon then monuments are permitted. b. Business or center name is limited to being on only 1 sign per street

						<p>signs.</p> <p>c. 100 ft. from existing outdoor advertising structures.</p>	<p>frontage.</p> <p>c. Pylon sign that does not have a minimum clearance of 8 ft. from the ground to the bottom of the sign face shall not exceed the maximum height and area of a monument sign.</p> <p>d. If the center name incorporates the name of an on-site business in any form or variation, said business shall not be allowed on other signs per item b.</p> <p>e. See Section 17.60.070(D) for pylon sign requirements if proposed as a freeway oriented sign.</p> <p>f. Centers with over 500 ft. of street frontage are allowed 1 additional monument sign, then 1 for each 200 ft. of additional frontage along that street.</p> <p>g. Centers with over 1,000 ft. of street frontage are allowed 1 additional</p>
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							pylon sign along that street; a minimum of 300 ft. shall be maintained between pylon signs.
	Window	1 per street frontage	8 sq. ft.	Below 2nd floor or 10 ft., whichever is less.	Yes	Ground floor windows only.	Area limitation and location does not apply to customary noncommercial holiday decorations maintained pursuant to Section 17.60.080(R).
	Readerboard/ menuboard (wall or freestanding)	2 per business	32 sq. ft. each	12 ft.	Yes	a. Shall not be portable. b. Shall not be placed or maintained upon any sidewalk area. c. Minimum 1 ft. between signs.	Copy limited to indicating prices, merchandise, or services offered; official public services provided on-premises; credit cards honored; directions to customers; and like matters. Use of streamers, pennants and banners are prohibited.
	Shingle	1 per elevation	6 sq. ft.	7 ft. min. ground clearance.	Yes	Shall be at entrance(s) utilized by public during business hours.	Sign shall be oriented for sidewalk pedestrian traffic perpendicular to the store front.
	Name plate (wall or door)	1 per loading entrance	2 sq. ft. each	6 ft.	No	Adjacent to or on door of loading entrance	a. Copy shall be limited to business/tenant name. b. Sign is

						of each tenant.	limited to loading entrance only that is not the business' public entrance.
c. Building ID (multiple buildings on-site)	Wall	2 per building	10 sq. ft.	10 ft.	Yes	Wall only	a. Illumination shall be indirect or backlit; internal lighting is prohibited. b. Copy shall pertain only to the name of the building to assist in providing direction to the public, commercial name/advertising copy is prohibited. c. See Section 17.60.070(F) if building ID sign is proposed as a skyline building sign.
d. Temporary Signs							
i. Real Estate	Freestanding, wall or window	1 per saleable or leasable space	32 sq. ft.	12 ft.	No	a. Shall be on premises being sold, rented or leased. b. Shall be set back 10 ft. from all property lines.	a. Copy shall pertain to advertise the sale, rent or lease and not for the purpose of commercial advertising of a business. b. Signs shall be removed within 10 days after the sale, lease or exchange has been completed.
ii.	Freestanding	1 per	32 sq. ft.	12 ft.	No	a. Shall be on	a. Copy limited to

Construction		project facing street				premises b. Sign shall be set back 10 ft. from property lines.	type of construction occurring on-site and name of company including logo. b. Sign shall be removed within 10 days after completion of project.
iii. Future Facility, Use or Tenant	Freestanding, wall or window	1 per street frontage	32 sq. ft.	12 ft.	No	a. Shall be on premises b. Sign shall be set back 10 ft. from property lines.	a. Copy limited to identify future use consistent with zoning, or future occupancy and may include ownership identification. b. Sign shall be removed upon occupancy of building or site.
iv. Promotional	Window	Allowed on up to 3 building elevations	40% of window area per building elevation	Below 2nd floor or 10 ft., whichever is less	Yes	Ground floor windows only.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business identification is prohibited except as permitted under (3)(b). b. Area limitation does not include business identification under (3)(b). c. Area limitation and location does not apply to customary

							noncommercial holiday decorations maintained pursuant to Section 17.60.080(R) .
	Pole banners	4 per light pole (2 on each side of pole, back-to-back)	30 in. wide x 96 in. tall (each)	Cannot extend above the top of the light pole.	Yes	Only allowed on permanent on-site light poles.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business name/logo is limited to a maximum of 25% of the banner area.
	Pennants/streamers	2 strands	Each strand cannot exceed a height of 18 in.	Cannot extend above the roof of a building or top of the light pole.	No	May only be placed around the perimeter of the area approved for outdoor sales.	Text or copy is prohibited. Pennants/streamers may include single or multiple colors, metallic hulas, and flags.
v. Special Event	See Section 17.60.070(B).						
vi. Political Election Non-Commercial	See Section 17.60.070(C).						
e. Outdoor Advertising (billboard)	See Section 17.60.070(E).						

5. Signs permitted in the C-B (Central Business) and C-C (Commercial Center) zone districts shall be subject to the C-2 sign standards pursuant to Section [17.60.060\(B\)\(4\)](#), except as follows:

- a. Agricultural uses permitted by the planning director under Section 17.26.011(B) shall be subject to the residential and agriculture/open space sign standards pursuant to Section 17.60.060(B)(1).
- 6. Signs permitted where there are overlay or combination zones (P, CH, HOSP, AD, AA, FP-S, SC, PE) shall be subject to the sign standards of the underlying zone district unless otherwise permitted as follows:
 - a. Signs within the FP-S (Floodplain Secondary) zone where it is not used as an overlay or combining zone, shall be subject to the residential sign standards pursuant to Section 17.60.060(B)(1).
 - b. Signs within the P (Automobile Parking) zone where it is not used as an overlay or combining zone, shall be subject to the same standards which are applicable to the adjacent zone where the parking use is incidental to and intended to serve the use in such adjacent zone.
 - c. Within the CH (Church) combining zone, churches, sanctuaries and Sunday schools shall, in addition to that permitted by the residential sign standards pursuant to Section 17.60.060(B)(1), be allowed one illuminated or nonilluminated monument sign for each street frontage not to exceed an area of thirty-two square feet and a height of eight feet; and one nonilluminated wall sign for each street frontage not to exceed an area of thirty-two square feet and a height of twenty feet. Monument signs shall be set back twenty-five feet from all adjacent property lines. There shall be no setback of any sign from property lines fronting a public street.
 - d. Within the HOSP (Hospital) zone, hospitals, sanitariums, rest homes, convalescent homes, maternity homes and homes for the aged shall, in addition to that permitted by the residential sign standards pursuant to Section 17.60.060(B)(1), be allowed one illuminated or nonilluminated monument sign for each street frontage not to exceed an area of thirty-two square feet and a height of eight feet; and one illuminated or nonilluminated wall sign for each street frontage not to exceed an area of thirty-two square feet and a height of twenty feet. Monument signs shall be set back twenty-five feet from all adjacent property lines. There shall be no setback of any sign from property lines fronting a public street.
- 7. Signs permitted in the PUD (Planned Unit Development) and PCD (Planned Commercial Development) zone districts:

- a. Residential development shall be subject to the residential sign standards pursuant to Section 17.60.060(B)(1) unless otherwise conditioned by the planning commission or city council.
- b. Commercial development shall be subject to the C-1 sign standards pursuant to Section 17.60.060(B)(3) unless otherwise conditioned by the planning commission or city council.
- c. When a PCD or PUD zone is used as a combining zone, the sign regulations for the base zone shall apply unless otherwise conditioned by the planning commission or city council.

8. Signs permitted in the Bakersfield Auto Mall area shall be permitted as follows regardless of the underlying zone district:

(a map delineating the area these regulations apply to is shown at the end of this chapter)

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
a. Residential Uses	Subject to the residential sign standards pursuant to Section 17.60.060(B)(1).						
b. Business ID	Wall	No limit; total combined area of all signage shall not exceed the maximum area per elevation.	Each building elevation: 2 sq. ft. per linear foot of the business' elevation sign is located or 450 sq. ft., whichever is less.	30 ft. Note: Wall signs may exceed the height maximum if building is 3 or more stories per skyline sign standards.	Yes	Sign shall not project above the roofline of the building.	a. Each business shall be entitled a minimum of 50 sq. ft. of wall signage per elevation. b. Sign shall not exceed a horizontal length greater than 70% of the linear business frontage. c. If skyline building signs are proposed, such signs as

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							well as all other wall signs shall be subject to Section 17.60.070(F).
	Pylon or monument	Pylon: 2 per street frontage Monument: 4 per street frontage (see Remarks for additional signs)	Pylon: 300 sq. ft. Monument: 32 sq. ft. each.	Pylon: 50 ft. Monument: 8 ft.	Yes	a. Setbacks: - 25 ft. from interior property lines (not part of a center). - 0 ft. from street rights-of-way. b. Minimum 50 ft. between signs. c. 100 ft. from existing outdoor advertising structures.	a. Business is limited to either pylon or monument signs; however if center identification is provided on 1 pylon and there is no 2nd pylon, then monuments are permitted. b. Business or center name is limited to being on only 1 sign per street frontage. c. Pylon sign that does not have a minimum clearance of 8 ft. from the ground to the bottom of the sign face shall not exceed the maximum height and area of a monument sign. d. If the center name incorporates the name of an on-site

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							business in any form or variation, said business shall not be allowed on other signs per item b. e. See Section 17.60.070(D) for pylon sign requirements if proposed as a freeway oriented sign. f. Centers with over 500 ft. of street frontage are allowed 1 additional monument sign, then 1 for each 200 ft. of additional frontage along that street.
	Window	1 per street frontage	8 sq. ft.	Below 2nd floor or 10 ft., whichever is less.	Yes	Ground floor windows only.	Area limitation and location does not apply to customary noncommercial holiday decorations maintained pursuant to Section 17.60.080(R).
	Readerboard/ menuboard (wall or freestanding)	2 per business	32 sq. ft. each	12 ft.	Yes	a. Shall not be portable. b. Shall not be placed or maintained upon	Copy limited to indicating prices, merchandise or services; official public services provided on-

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
						any sidewalk area. c. Minimum 1 ft. between signs.	premises; credit cards honored; directions to customers; and like matters. Use of streamers, pennants and banner is prohibited.
	Shingle	1 per elevation	6 sq. ft.	7 ft. min. ground clearance	Yes	Shall be at entrance(s) utilized by public during business hours.	Sign shall be oriented for sidewalk pedestrian traffic perpendicular to the store front.
	Name plate (wall or door)	1 per loading entrance	2 sq. ft. each	6 ft.	No	Adjacent to or on door of loading entrance of each tenant.	a. Copy shall be limited to business/tenant name. b. Sign is limited to loading entrance only that is not the business' public entrance.
c. Building ID (multiple buildings on-site)	Wall	2 per building	10 sq. ft.	10 ft.	Yes	Wall only.	a. Illumination shall be indirect or backlit; internal lighting is prohibited. b. Copy shall pertain only to the name of the building to assist in providing direction to the public,

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							commercial name/ advertising copy is prohibited. c. See Section 17.60.070(F) if building ID sign is proposed as a skyline building sign.

d. Temporary Signs

i. Real Estate	Freestanding, wall or window	1 per saleable or leaseable space	32 sq. ft.	12 ft.	No	a. Shall be on premises being sold, rented or leased. b. Shall be set back 10 ft. from all property lines.	a. Copy shall pertain to advertising the sale, renting or leasing and not for the purpose of commercial advertising of a business. b. Signs shall be removed within 10 days after the sale, lease or exchange has been completed.
ii. Construction	Freestanding	1 per project facing street	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Sign shall be set back 10 ft. from all property lines.	a. Copy limited to type of construction occurring on-site and name of company including logo. b. Sign shall be removed

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							within 10 days after completion of project.
iii. Future Facility, Use or Tenant	Freestanding, wall or window	1 per street frontage	32 sq. ft.	12 ft.	No	a. Shall be on premises. b. Sign shall be set back 10 ft. from all property lines.	a. Copy limited to identify future use consistent with zoning, or future occupancy and may include ownership identification. b. Sign shall be removed upon occupancy of building or site.
iv. Promotional	Window	Allowed on up to 3 building elevations	40% of window area per building elevation	Below 2nd floor or 10 ft., whichever is less	Yes	Ground floor windows only.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business identification is prohibited under (4)(b). b. Area limitation does not include business identification under (4)(b). c. Area limitation and location does not apply to customary noncommercial holiday decorations maintained

Sign Type	Sign Style	Maximum Number	Maximum Area	Maximum Height	Illumination Allowed?	Location Restrictions (also see Section 17.60.050)	Remarks
							pursuant to Section 17.60.080(R).
	Pole banners	4 per light pole (2 on each side of pole, back-to-back)	30 in. wide x 96 in. tall (each)	Cannot extend above the top of the light pole.	Yes	Only allowed on permanent on-site light poles.	a. Copy limited to promoting merchandise, services, sales, etc., of business activity. Business name/logo is limited to a maximum of 25% of the banner area.
	Pennants/streamers	2 strands	Each strand cannot exceed a height of 18 in.	Cannot extend above the roof of a building or top of the light pole.	No	May only be placed around the perimeter of the area approved for outdoor sales.	Text or copy is prohibited. Pennants/streamers may include single or multiple colors, metallic hulas, and flags.
v. Special Event	See Section 17.60.070(B).						
vi. Political Election Non-Commercial	See Section 17.60.070(C).						
e. Outdoor Advertising (billboard)	See Section 17.60.070(E).						

SECTION 4.

Section 17.60.070 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.60.070 Specialized signs.

A. *Off-Site Residential Subdivision/Project Directional Kiosk Sign Program.* The following is intended to provide for the administration of a uniform, coordinated sign program of kiosks that offer developers of new residential subdivisions means of providing direction to their projects. The kiosk signs will minimize confusion among prospective purchasers of new homes to find those developments, promote traffic safety by removing competing signs from busy streets, and reduce visual blight of incompatible sign types in residential neighborhoods. No such off-site directional sign other than those in conformance with this chapter shall be erected or maintained within the city.

1. *Requirements for Directional Kiosks.*

a. Kiosks shall be permitted in all zone districts except on a lot developed with a single-family residence. They may be permitted on private land or public right-of-way that is maintained by the property owner provided the property owner's permission has been granted in writing. Signs may also be permitted within the public right-of-way or parkway that is maintained by the city of Bakersfield or as contracted by the city subject to approval and issuance of an encroachment permit by the city. All other location restrictions in Section 17.60.050 shall remain in full force and effect.

b. Kiosks shall be constructed of wood or similar product with individual panels provided for placement of subdivision or project names and direction.

c. Kiosk locations shall be approved by the building director or appointed designee. A kiosk shall not be placed closer than one thousand feet from an existing kiosk or approved site where a kiosk is to be constructed. The building director or appointed designee may reduce the distance between kiosks where:

i. Kiosks are located at different corners of an intersection and face different directions.

ii. The street intersection where the kiosk is proposed is less than one thousand feet away from a street intersection that contains a kiosk and it is necessary to provide direction to subdivisions or projects to which that street provides the most direct or only access.

iii. Kiosks (two maximum) are necessary to be placed adjacent to one another because the number of subdivisions or projects that are being identified exceeds the number of panels allowed on one kiosk.

d. Architectural design, color, letter style, and any other design elements of the kiosk shall be approved by the planning commission and city council. All kiosks and other off-site residential directional signs allowed by Section 17.60.060(B)(1)(d)(ii) that are installed within the city limits shall be in accordance with adopted design criteria.

e. Kiosks shall not exceed a height of twelve feet and a width of six feet. When a kiosk is sited immediately adjacent to a residential development, it shall not exceed a height of eight feet. An individual panel shall be limited to a maximum width of six feet and a height of ten inches. No more than eight individual name panels shall be permitted on a kiosk.

f. Kiosks may have more than one face. Multiple faces are encouraged where the kiosk can be sited to serve traffic traveling in opposite directions, or where it would reduce the amount of kiosks needed to provide adequate direction to residential subdivisions. Multiple faced kiosks shall be approved by the building director or appointed designee.

g. A name panel shall be limited to a single line of text that may contain only the subdivision, project, builder or developer's name, or combination thereof. All panels shall include a direction arrow pointing in the direction of the identified project. Name panels shall conform to all design elements as approved in accordance with subsection (A)(1)(d).

h. Tag signs, streamers, banners, balloons, devices, display boards, or other appurtenances shall not be added, placed upon or erected adjacent to or within a one hundred foot radius of any existing kiosk.

i. Kiosks shall not be illuminated.

j. Kiosks shall not obstruct the use of sidewalks, walkways, bicycle or hiking trails, and shall not obstruct the free and clear vision of motor vehicle operators, cyclists, pedestrians, or visibility of traffic control signs and lights as determined by the public works director or appointed designee.

k. Kiosks shall be set back a minimum of twenty-five feet from side and rear property lines. No setback shall be required from street frontages or those kiosks located within public rights-of-way.

2. Permits.

a. Any builder or developer of a new recorded residential subdivision which contains approved lots or homes which have

never been sold, may apply for a permit to install a kiosk or to place a name panel on an existing kiosk to provide direction to their subdivision.

b. Applications for a kiosk or name panel (including name changes to an existing name panel) shall be made on forms provided by the building director or appointed designee, be signed under penalty of perjury by the applicant, and shall require at minimum, the following information:

- i. The name, mailing address, title, telephone number of the property owner, subdivider and developer/builder of the specific development;
- ii. The name and location of the specific development;
- iii. A plot plan showing the exact location of the proposed kiosk, or the existing kiosk(s) where the panel(s) will be attached;
- iv. A statement that the development contains approved lots or new homes which have not yet been sold;
- v. If the permit is for a new name panel or a name change to an existing name panel, the copy proposed for the panel;
- vi. If the permit is for a new kiosk that is proposed to be located within a public road right-of-way, a copy of the approved encroachment permit issued by the city of Bakersfield public works department.

c. The building director or appointed designee may issue a permit if:

- i. The application is complete and truthful;
- ii. The applicant is the permit or entity selling new lots or new homes;
- iii. The development is located entirely within the Metropolitan Bakersfield 2010 General Plan area;
- iv. The kiosk or panel meets all of the design criteria within this section;
- v. The permit is for a name panel and available space exists on the kiosk(s); or if there is no space available, the applicant has agreed to be placed on a waiting list for future placement on a kiosk(s);

vi. If the permit is for a kiosk, the location criteria in this section has been satisfied;

vii. Appropriate fees have been paid.

3. *Program Administration.*

a. The city may delegate portions of or the entire administration of the directional kiosk program to another entity by contract that includes, but is not limited to, installation and maintenance of kiosks, and issuance of permits for kiosks and name panels.

b. Kiosks and sign panels permitted in accordance with this section shall be continuously maintained in good condition by the permit holder. Upon approval by the city, sign maintenance may be assumed by a responsible party other than the permit holder.

c. Kiosks shall be sited based on demand and where they will provide the best direction to residential subdivisions where homes/lots are being sold.

d. Sign panels shall be available to all developments selling new homes on a first-come first-served basis. Sign panels shall be placed on a kiosk beginning with the highest position on the kiosk and progressing downward. Panels shall be grouped based on the direction of travel with the priority of placement from top to bottom as follows:

i. Left turn;

ii. Right turn;

iii. Straight ahead.

e. Waiting lists shall be established for each kiosk (existing or proposed) for new name panels on a first-come-first-served basis of applications that have met the requirements of subsection (A)(2)(c).

f. When a panel name is changed or a panel is removed from a kiosk, all lower panels within each directional group as defined in subsection (A)(3)(d) shall be moved upwards so that any new panel is placed on the bottom of its respective directional group on the kiosk.

g. All panel changes shall be approved by the building director or appointed designee through the permit process.

h. A specific project or builder is limited to one panel for each kiosk. Multiple panels shall not be combined to identify or provide

information regarding the same specific project or builder. There shall be no limit on the number of kiosks on which a specific project may be identified.

i. Within ten days after selling the last lot or home or within two years after recordation of the final map for the subdivision of which the project is located, whichever occurs first, panel signs that identify said project shall be removed from all kiosks. Two extensions of time may be granted by the administrator of the kiosk program not to exceed one year for each request if the extension is needed to complete any sales in that project. If administration of the program is delegated to an entity other than the city and that entity denies the extension, the permit holder may appeal the denial within five days of the decision in writing to the building director. The building director shall render a decision on the appeal within ten days of receiving the appeal which shall be final and conclusive.

j. Any kiosk shall be completely removed by the permittee whenever any of the following occur:

i. The kiosk is no longer needed at the location;

ii. The permitted has been notified by the city of Bakersfield public works department to remove or relocate the kiosk on the basis of public safety or necessity, or because of planned road improvements.

k. For any kiosk erected within the public road right-of-way, a performance bond in an amount sufficient to remove the structure shall be approved by and posted with the city of Bakersfield public works department.

4. Violations and Abatement.

a. Off-site residential subdivision/project directional signs that were legally permitted as of June 1, 1997 shall continue to remain for a period of six months from said date. After that time, signs not in conformance with this section shall be removed by the owner at the owner's cost. Any signs not removed within the required period shall be subject to summary abatement by the city in accordance with Section 17.60.110. This subsection shall not apply to existing kiosk programs that were legally established and maintained by a private entity where that program contains five or more kiosks.

b. Existing kiosk sign programs that were legally established as of June 1, 1997 that are owned and maintained by a private entity where that program contains five or more kiosks, may continue as a nonconforming kiosk program. These kiosks may be maintained but

shall not be replaced except with a kiosk that conforms to this section. A nonconforming kiosk shall be removed if it is no longer necessary at the location, or no longer meets the separation requirements of subsection (A)(1)(c) regarding kiosk separation due to placement of a conforming kiosk. A nonconforming kiosk that is required to be removed shall be done by the owner at the owner's cost. Any nonconforming kiosk not removed as required, shall be subject to summary abatement by the city in accordance with Section 17.60.110.

c. Any permit issued in accordance with this section shall be immediately revoked by the building director if it has been found that the permit holder has erected and maintained any sign in violation of this section. The building director shall order any panel currently in place on a kiosk identifying the builder's/developer's specific development to be removed immediately after the appeal period has expired if no appeal has been filed, and that builder/developer shall be prohibited from having any off-site directional signs or name panels on any kiosk for that specific development for a period of one hundred eighty days. After the one-hundred-eighty-day period, the builder/developer may be allowed kiosk panels but they shall be placed at the bottom of any waiting list and/or kiosk hierarchy as described in subsection (A)(3)(d) through (f).

d. Any order of the building director shall be made in writing, addressed to the permit holder, and shall set forth the findings for revoking any permits and the method to appeal the decision. If no appeal is filed, the decision of the building director shall be final and conclusive.

e. If the city is not the administrator of the kiosk program, the administrator shall immediately notify the building director regarding any violations in accordance with subsection (A)(4)(c) and the building director shall notify the party in violation in accordance with subsection (A)(4)(d).

5. *Appeal.*

a. Should any permit holder be dissatisfied with the decision of the building director to revoke a permit, then the permit holder may, no later than ten days after notice of such decision was deposited in the United States mail, make written objection, subject to the required appeal fee, to the board of building appeals in care of the building director, setting forth the grounds for dissatisfaction. The board of building appeals shall hear the objections at a regular meeting no later than thirty days following the filing of the objection.

The permit holder shall be given written notice of the hearing no later than three days prior to the hearing. The building board of appeals may sustain, suspend, or overrule the decision of the building director, which decision shall be final and conclusive.

b. Pending hearing before the building board of appeals, all signs, kiosks and/or name panels in dispute may remain in place until a final decision rendered.

B. *Special Event Signs.* Special event signs may be approved by the building director as a means of publicizing events such as grand openings, carnivals, parades, charitable events, community holiday activities, and other such events. This section does not include events promoted by the city of Bakersfield pursuant to Section 17.60.080(O). Special event signs shall be limited to the following provisions:

1. Signs shall be limited for each business to sixty days a calendar year. This time may be utilized in any combination of durations; however, the number of special events shall not exceed eight a calendar year, and no single event shall exceed a duration of fifteen consecutive days.

2. Balloons and inflated devices provided they do not exceed a height of one hundred feet, search lights, beacons, pennants, flags, banners and streamers may be allowed subject to approval by the building director. Flags for model homes/tract sales offices are not subject to this subsection.

3. Copy on a banner or balloon shall not exceed an area of one hundred square feet, and may include the name, symbol or logo of the business or sponsor, but in no event shall such name or logo exceed one-quarter of the total permitted copy area.

4. Signs may be illuminated and contain movement upon approval by the building director provided they do not adversely affect neighboring properties or motorists.

~~5. Nonprofit organizations, as defined in this title, shall be permitted to advertise a maximum of five charitable events per calendar year in accordance with the following:~~

~~a. Signs shall not exceed an area of thirty two square feet and a height of six feet.~~

~~b. Off site signs may be permitted by the building director not to exceed a total of eight locations within the city for each event. No off site sign shall be allowed within any residential zone district or project of a residential nature.~~

~~c. Signs shall not be erected sooner than fourteen days before the event being advertised, and shall be removed within three days after the event has ended.~~

~~d. The building director may grant no more than two additional signs or events if it has been demonstrated that the limits in this subsection place an unnecessary hardship on the nonprofit organization inconsistent with the intent of this chapter.~~

~~e. No fee shall be assessed for permitting said signs.~~

~~C. Political Election Signs. Political election signs are permitted to be placed on private property in the city in addition to that permitted by the zone district in which they are located subject to the following regulations:~~
Non-Commercial Signs. Signs expressing political, social, religious or other noncommercial message. These signs are subject to the following regulations:

~~1. Signs shall not be erected sooner than ninety days before the election and shall be removed within ten days following the election. The owner of the property on which the sign is placed shall be responsible for removal.~~

2 **1.** Signs shall not be placed on private property without the consent of the property owner. No such sign, either freestanding or posted on any object, shall be placed or erected on public property, within the public right-of-way, or any maintained parkway/landscape area.

3 **2.** ~~Except for paid political election signs placed on legally established outdoor advertising structures, s~~Signs shall not exceed an area of eight square feet and a height of six feet, ~~in residential districts, or thirty-two square feet and a height of eight feet in the commercial, industrial and agricultural districts.~~

4 **3.** Signs shall not be illuminated.

4. In residential districts, each Parcel of property may display one sign in compliance with this chapter. However, during the period of time beginning 90 days before a general, special, primary, or runoff election, and ending 10 days after such election, each property may display two signs in compliance with this chapter.

5. In the commercial, industrial, and agricultural districts, each Parcel of property or commercial center may display one sign in compliance with this chapter. However, during the period of time beginning 90 days

before a general, special, primary, or runoff election, and ending 10 days after such election, each property may display four signs in compliance with this chapter, except that signs may be up to an area of thirty two square feet and a height of eight feet.

6. Signs may only be displayed for ninety days and must be removed for at least thirty days before being displayed again.

7. Signs shall not block line of sight for intersections, driveways/entrances, sidewalks and multi-use paths.

D. *Freeway Oriented Signs.* Freeway oriented signs identify premises where food, lodging and places of business engage in supplying goods and services essential to the normal operation of motor vehicles, and which are directly dependent upon an adjacent freeway. These signs shall be subject to the following regulations:

1. Signs shall be within the C-1, C-2, C-C, PCD, M-1, M-2 or M-3 zone districts; and shall also be within one of the rectangular areas two thousand feet in width and three thousand feet in length, the center of which is concentric with the intersection point between the centerline of the freeway and accessible surface street, said intersections identified as follows:

- a. State Highway 99 and Olive Drive;
- b. State Highway 99 and Airport Drive, except that said rectangular area shall extend south to Gilmore Avenue;
- c. State Highway 99 and State Highways 58/178 (Rosedale Highway/24th Street), except that said rectangular area shall extend north to Gilmore Avenue;
- d. State Highway 99 and California Avenue;
- e. State Highway 99 and Ming Avenue;
- f. State Highway 99 and White Lane;
- g. State Highway 99 and Panama Lane;
- h. State Highway 99 and State Highway 119 (Taft Highway).

(Note: Refer to the maps at the end of this chapter.)

2. Only one of the allowable onsite pylon signs permitted in the zone districts specified in this section shall be allowed to exceed both the area and height limitations imposed by the particular zone district provided no such sign exceeds an area of three hundred fifty square

feet and a height of seventy-five feet. All other sign regulations of the particular zone district shall apply to this sign and the specific business.

3. The building director shall determine if the location of the business and the service offered satisfy the criteria and intent of this section and the definition of a freeway oriented sign.

E. *Outdoor Advertising Signs (Billboards)*. All outdoor advertising signs are regulated as follows:

1. Signs are permitted in the C-2, M-1, M-2 and M-3 zone districts, in addition to that permitted in those respective district.

2. Signs shall not exceed an area of three hundred square feet, excluding cutouts or extensions provided they do not exceed thirty square feet in area.

3. Signs shall not exceed a height of thirty-five feet in the C-2 district, or fifty feet in the M-1, M-2 and M-3 districts.

4. Signs shall not be located less than one thousand feet from another such sign, or one hundred feet from any other freestanding sign.

5. Signs shall not be located in, nor project over public property or public right-of-way.

6. Multifaced signs are allowed provided the faces are placed back-to-back, are no more than two feet apart, and are equal in size and configuration.

7. Signs shall be set back a minimum of three hundred feet from any property zoned residential or developed with residential uses.

8. Signs shall not project over or be placed upon any building or structure.

9. Signs shall be set back twenty-five feet from adjacent property lines except those fronting public streets where no setback is required.

10. Signs may be illuminated provided no lighting is directed onto adjacent properties or public rights-of-way.

11. Electronic message displays as defined in Section 17.04.547 are permitted.

F. *Skyline Building Signs*. Wall signs for a building that is three or more stories may be permitted that exceed the height limits delineated by the zone district in which it is located, to provide long distance visual identification of a building or its primary tenant, subject to the following regulations:

1. Signs are permitted in the C-O, C-1, C-2, C-C, C-B, PCD, M-1, M-2, and M-3 zone districts.
2. Signs may be installed on all elevations of the building.
3. Signs shall be located on the top story or between the top story and the top of the building.
4. Signs shall be comprised solely of individual letters or logos installed a minimum of three inches and a maximum of twelve inches from the surface of the wall on which they are located. Illumination may be provided by indirect reverse lighting or internal illumination as approved by the building director. Floodlighting shall be prohibited.
5. Signs shall not have a horizontal dimension exceeding one hundred feet or seventy percent of the horizontal dimension of the building elevation where the sign is placed, whichever is less.
6. The property owner shall designate in writing or on the sign plan, the primary tenant of the building if such tenant is to be identified by the sign.
7. Signs shall not have letters exceeding the following heights:

Building Height (feet)	Maximum Letter Height¹ (inches)	Capital Letter² (inches)	Logo³ (Inches)
35—59	24	36	48
60—69	36	54	72
70—79	48	72	96
80—89	60	90	120
90—99	72	108	144
100— 119	84	126	168
120 or more	96	144	192

1 Letter height is if all letters used are capital letters.

2 Maximum height of a capital letter (one and one-half times maximum height) if used in conjunction with lower case letters. Lower case shall not exceed maximum height.

3 Maximum height of a logo (two times maximum height).

8. All signs shall be limited to two lines of letters and/or logo.
9. Pylon signs shall not be permitted on the site if skyline signs are utilized; only monument signs in this instance would be permitted subject to the regulations of the zone district in which they are located.
10. All other wall signs permitted by this chapter which are placed on a building with a skyline sign pursuant to this section, shall not exceed sixty percent of the area which would otherwise be allowed in the particular zone district, a height of twenty feet from grade, and letters that are taller than the skyline letters.
11. Comprehensive sign plans may permit skyline signs to be more or less restrictive than the requirements of this section.

G. Electronic Message Displays.

1. Only large retail developments as defined in Section 17.04.367, or shopping centers encompassing five acres or more are permitted use of an electronic message display on a pylon sign.
2. Only one of the allowed pylon signs permitted along a street frontage may include an electronic display.
3. If a pylon sign contains an electronic message display and monument signs are also permitted for the center, only one of the allowed monument signs along a street frontage may contain an electronic message display. If a pylon sign does not contain an electronic message display and monument signs are permitted for the center, only two of the allowed monument signs along a street frontage may contain an electronic message display.
4. Pylon signs that contain an electronic message display shall be set back a minimum of one hundred fifty feet from any R, PUD, or OS zone, and fifty feet from any interior property line not within that center.
5. Electronic message displays are not permitted on pylon signs located on properties that do not meet the definition of a large retail development or are shopping centers less than five acres as noted in subsection (G)(1). However, one of the allowed monument signs along each street frontage is permitted to contain an electronic message display.
6. Electronic message displays shall not be permitted on building walls or in windows.

7. All other sign regulations that pertain to the particular zone district and specific business shall apply.

8. Outdoor advertising signs (billboards) may contain electronic message displays subject to the regulations in Section 17.60.070(E).

H. *Projecting Business Identification Signs.*

1. Projecting business identification signs are only permitted within the following areas:

a. Central District Area as defined in Section 10.08.020(A), except that projecting signs shall not be permitted along the street frontages of State Route 178, State Route 204, and any street south of the Burlington Northern/Santa Fe Railroad. Where the Central District boundary follows a street, permitted projecting signs shall be allowed for business frontages along both sides of that street.

b. *Baker Street frontage between Truxtun Avenue and Monterey Street.* Projecting signs are also permitted along the frontages of the intersecting streets and alleys with Baker Street one block in either direction, except that projecting signs shall not be permitted along the street frontages of Truxtun Avenue and Monterey Street.

2. In addition to other signs as allowed by this chapter, one projecting sign is permitted for a ground floor business along each street it fronts. A second floor or basement business may have a projecting sign only if it has its own dedicated public street entrance and the sign is located above or within five feet of that entrance.

3. A sign shall not project more than five feet beyond its supporting building. Within an alley where vehicles will pass underneath a sign, that sign shall not project more than three feet beyond its supporting building. An encroachment permit from the city is required for any signs that project into the public right-of-way.

4. A sign shall not be placed higher than fifteen feet on a building wall or above the first floor of a multiple story building. Within an alley where vehicles will pass underneath a sign, that sign shall not be placed higher than twenty feet above the alley surface.

5. A sign shall not exceed an area of sixteen square feet.

6. A sign shall not be closer than ten feet to another projecting sign or to a freestanding sign, or five feet from an interior property line or line dividing two separate business frontages. A sign shall be at least two feet from the face of the street curb.

7. A sign shall not be less than eight feet above the surface over which it projects. Within an alley where vehicles will pass underneath a sign, that sign shall not be less than fifteen feet above the alley surface.
8. A sign shall not exceed a maximum thickness of twelve inches.
9. Internally illuminated signs shall have opaque face panels so that only the letters, logos, numbers, and/or symbols appear illuminated at night; use of bulbs or neon for such lettering and symbols is allowed subject to the provisions of this chapter. Electronic message displays and flashing signs are prohibited.
10. A sign shall not project above the roof or an apparent eave or parapet, including the eave of a simulated hipped or mansard roof. A sign shall not be attached to the sloping face of mansard overhangs or other architectural features intended to resemble or imitate roof structures.
11. A two-dimensional fabric banner suspended perpendicular to a wall may be displayed in lieu of a projecting sign provided the banner is anchored to not hang freely and meets all of the requirements of this subsection for a projecting sign.
12. Businesses that occupy a space with public access from only an alley or courtyard may share one directory sign as defined by this code along each public street to direct pedestrians to those businesses. A directory sign shall not exceed a maximum height of eight feet or an area of six square feet; only indirect external illumination is allowed.
13. A single vertical projecting sign may be installed along each street frontage on a building that is three or more stories tall that identifies the building name or use, or that of a major tenant. The sign is subject to all provisions of this subsection except that there is no minimum sign area; it must be mounted at the second floor or higher, and is limited to a single line of text.

SECTION 5.

Section 17.60.080 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.60.080 Exempt signs.

The following signs shall be exempt from the provisions of this chapter:

- A. Address signs used for dwelling unit identification as required by Chapters 15.42 and 15.52.
- B. Advertising signs that are in or on public buses or other public conveyances which may be permitted by the city council.
- C. Business or merchant directory provided it does not exceed an area of sixteen square feet and a height of six feet.
- D. Commercial vehicle signs on licensed commercial vehicles; provided, however, that such vehicles shall not be utilized as parked or stationary outdoor display signs.
- E. Directional, warning or information sign, including traffic control and street signs, as authorized by federal, state or municipal authority.
- F. Directional or informational signs such as entrance/exit signs, open/closed signs, signs indicating business hours, and similar such signs, provided they contain no commercial advertisement, and not exceed six square feet in area and six feet in height. Business logo is permitted provided it does not exceed twenty-five percent of each total sign area. The building director shall limit the number of such signs on the site based on actual need in order to provide adequate direction or information.
- G. Flags of the United States, the state of California and other states of the nation, counties, municipalities, foreign nations, and national/international recognized non-profit organizations. A site is limited to a total of three flags with no duplication of flags. The building director may approve additional flags if warranted by the type of business or proposal on the site.
- H. Holiday decorations, in season, displayed for an aggregate period not to exceed ninety days per calendar year.
- I. Interior signs within a public or private structure, including a stadium, ball park or other similar private or public recreational use, not intended to be seen from a public street or adjacent properties.
- J. Memorial plaque, table, cornerstone or tombstone.
- K. Neighborhood Watch and similar type notices.
- L. Notices posted on public bulletin boards or public kiosks designed for such notices.

M. No trespassing, solicitation, hunting, minors, and similar such signs, provided they do not exceed four square feet in area and six feet in height.

N. Official and legal notices issued by a court, or governmental agency.

O. Promotional signs by the city of Bakersfield that promote or advertise city-wide celebrations, awards, recognition, or other events. Such signs may be permitted within or project over public right-of-way.

P. Public utility signs placed by public utilities for the safety, welfare or convenience of the public, such as signs identifying high voltage, public telephone or underground cable.

Q. Signs being manufactured, transported and/or stored within the city limits; provided, however, that such signs are not used, in any manner or form, for purposes of advertising at the place or places of manufacture or storage.

~~R. Signs expressing political, social, religious or other noncommercial message, but not including political election signs as regulated in Section 17.60.070(C), provided the sign does not exceed an area of eight square feet and a height of six feet.~~

R. Taxicab signs as authorized and approved as to size, form and contents by the city manager under Section 5.50.100.

SECTION 6.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oOo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES: COUNCILMEMBER: RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCILMEMBER: _____
ABSTAIN: COUNCILMEMBER: _____
ABSENT: COUNCILMEMBER: _____

CHRISTOPHER GERRY
ACTING CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

RI:dll
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ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Ordinances e.

TO: Honorable Mayor and City Council
FROM: Jacquelyn R. Kitchen, Development Services Director
DATE: 10/17/2018
WARD:
SUBJECT: Adoption of ordinances amending Bakersfield Municipal Code Sections 17.20.040, 17.22.40, 17.24.040, 17.25.040, 17.26.040, 17.28.030 and 17.30.030 related to zoning.

STAFF RECOMMENDATION:

Staff recommends adoption of the ordinances.

BACKGROUND:

On March 21, 2018, Councilmember Parlier referred the issue of recycling centers to staff. Specifically, he expressed concerns about the impacts these recycling centers have on the adjacent neighborhoods. Code Enforcement and Bakersfield Police Department have received complaints about aesthetics, noise, smell, rodents, crime, and empty shopping carts littering the area. In an effort to address these concerns, staff proposed revising the zoning code to allow additional conditions to be placed on the approval of recycling centers, especially when those centers are proposed to be located adjacent to neighborhoods.

On September 20, 2018, the Planning Commission reviewed staff's proposed ordinance revisions to require a conditional use permit for portable recycling centers in all commercial zones and allow recycling centers as a permitted use in all industrial zones. The Planning Commission recommended that the City Council adopt the revisions.

On October 17, 2018, a workshop was presented at City Council followed by comments from Councilmembers Smith, Freeman, and Parlier. A motion was made by Councilmember Parlier to require a conditional use permit for portable recycling centers in all commercial zones and all industrial zones except the M-3 (Heavy Industrial Zone) where the centers would not be a permitted or conditionally permitted use. The motion unanimously passed.

On November 1, 2018, the Planning Commission again reviewed the proposed revisions and recommended that the City Council adopt them.

The attached proposed ordinance revisions reflect Council's motion requiring a conditional use permit to locate any recycling center in a commercial or industrial zone, except for the M-3 zone.

These ordinance revisions had first reading on October 17, 2018.

ATTACHMENTS:

Description	Type
▣ Ordinance 17.20.040	Ordinance
▣ Ordinance 17.22.040	Ordinance
▣ Ordinance 17.24.040	Ordinance
▣ Ordinance 17.25.040	Ordinance
▣ Ordinance 17.26.040	Ordinance
▣ Ordinance 17.28.030	Ordinance
▣ Ordinance 17.30.030	Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 17.20.040 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.20.040 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.20.040 Uses permitted only by conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the C-O zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64. of this title:

A. Any use listed in the uses permitted section in the R-1, R-2, R-3 and R-4 zones.

B. Any of the following uses:

1. Bail bond services.
2. Garment cleaning, pressing, alteration and repair.
3. Hair styling shop and beauty salon, including tanning salons.
4. Photocopying and duplicating services.
5. Recycling centers, as defined by Public Resources Code Section 14520, that are within a convenience zone, as defined by Public Resources Code Section 14509.4.
6. Scientific research and testing services.
7. Vocational and specialized schools providing technical and cultural training.
8. Veterinary services.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

AH:vlg

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 17.22.040 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.22.040 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.22.040 Uses permitted only by conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the C-1 zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64 of this title:

A. Any use listed in the uses permitted section in the R-1, R-2, R-3 and R-4 zones;

B. Any of the following uses:

1. Automobile accessory or parts store, including stereo, phone, upholstery, and tires,

2. Automobile tuneup specialty shops providing electrical and carburetor tuneup services and related work, when not done as a part of, or incidental to, the operation of an automobile service station,

3. Carwashes, including detailing,

4. Food and/or shelter service agencies as defined in Section 17.04.285,

5. Funeral services, including a crematory provided it is incidental to the main use,

6. Hotels and motels,

7. Kennels,

8. Mobilehome or travel trailer parks,

9. Nurseries, lawn and garden supplies,

10. Recycling centers, as defined by Public Resources Code Section 14520, that are within a convenience zone, as defined by Public Resources Code Section 14509.4,

11. Restaurant and related eating places with on-site alcohol sales, entertainment or drive-through services,

12. Scientific research and testing services,

- 13. Small appliance and electronic goods repair,
- 14. Theater, cinemas,
- 15. Trade, vocational or specialized schools.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

AH:vlg

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ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 17.24.040 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.24.040 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.24.040 Uses permitted only by conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the C-2 zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64 of this title:

A. Any use listed in the uses permitted section in the R-1, R-2, R-3 and R-4 zones;

B. Any of the following uses:

1. Amusement parks, including miniature golf, water parks, batting cages and miniature car tracks,

2. Automobile body and fender repair and painting,

3. Automobile machine shops,

4. Bars, cocktail lounges or other establishments selling alcoholic beverages for on-site consumption where said use is the primary business,

5. Boat and recreational vehicle dealership, new and used,

6. Bus, train and other transit stations,

7. Food and/or shelter service agency as defined in Section 17.04.285,

8. Golf driving ranges,

9. Kennels,

10. Mobile home or travel trailer park,

11. Mobile home sales, new and used,

12. Pest control services,

13. Recycling centers, as defined by Public Resources Code Section 14520, that are within a convenience zone, as defined by Public Resources Code Section 14509.4,

14. Scientific research and testing services,
15. Swap meet, flea markets and auction yards,
16. Tool, equipment and utility trailer rental establishments,
17. Warehouses.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

AH:vlg
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ORDINANCE NO._____

**AN ORDINANCE AMENDING SECTION 17.25.040 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.25.040 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.25.040 Uses permitted only by conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the C-B zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64 of this title:

- A. Any residential use that is located on the first or ground floor;
- B. Any of the following uses:
 - 1. Food and/or shelter service agencies as defined in Section 17.04.285,
 - 2. Recycling centers, as defined by Public Resources Code Section 14520, that are within a convenience zone, as defined by Public Resources Code Section 14509.4,
 - 3. Scientific research and testing services,
 - 4. Swap meets, flea markets and auction houses.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER: RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER: _____
ABSTAIN:	COUNCILMEMBER: _____
ABSENT:	COUNCILMEMBER: _____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

AH:vlg

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ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 17.26.040 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.26.040 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.26.040 Uses permitted subject to conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the C-C zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64 of this title:

- A. Bars, nightclubs, cabarets, cocktail lounges or other establishments selling alcoholic beverages for on-site consumption where such use, including entertainment, is the primary business;
- B. Food and/or shelter service agencies as defined in Section 17.04.285;
- C. Kennels;
- D. Recycling centers, as defined by Public Resources Code Section 14520, that are within a convenience zone, as defined by Public Resources Code Section 14509.4;
- E. Scientific research and testing services;
- F. Swap meets, flea markets and auction houses;
- G. Single-family dwelling that is not accessory to a commercial use.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER: RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER: _____
ABSTAIN:	COUNCILMEMBER: _____
ABSENT:	COUNCILMEMBER: _____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

AH:vlg

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ORDINANCE NO._____

**AN ORDINANCE AMENDING SECTION 17.28.030 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.28.030 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.28.030 Uses permitted only by conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the M-1 zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64 of this title:

- A. Agricultural packing plants.
- B. Aircraft and automobile factories.
- C. Automobile parts manufacturer.
- D. Battery manufacturer.
- E. Breweries or distilleries, large.
- F. Clinics, hospitals, sanitariums or other buildings for contagious, mental, drug or liquor addiction cases.
- G. Equestrian establishments, stables, riding academies, schools or amusements.
- H. Food and/or shelter service agencies as defined in Section 17.04.285.
- I. Freightng or trucking yards or terminals.
- J. Livestock slaughtering and processing, wholly within a building.
- K. Machine shops, including punch presses and automatic screw machines.
- L. Planing mills.
- M. Recycling centers, as defined by Public Resources Code Section 14520, that are within a convenience zone, as defined by Public Resources Code Section 14509.4.
- N. Residential dwellings.
- O. Tire rebuilding, recapping and retreading plants.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By:_____

KAREN GOH

Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By:_____

ANDREW HEGLUND

Deputy City Attorney

AH:vlg

ORDINANCE NO._____

**AN ORDINANCE AMENDING SECTION 17.30.030 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO ZONING.**

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.30.030 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.30.030 Uses permitted only by conditional use permit.

While any use may be permitted by conditional use permit pursuant to subsection B of Section 17.64.020, the following uses are not permitted in the M-2 zone except by conditional use permit issued in accordance with the procedures provided in Chapter 17.64 of this title:

- A. Acid manufacture;
- B. Ammunition manufacture;
- C. Cement, lime, gypsum or plaster of Paris manufacture;
- D. Chemical manufacture;
- E. Curing, tanning and storage of rawhide or skins;
- F. Distillation of bones;
- G. Drop forge industries manufacturing forgings with power hammers;
- H. Dumps and refuse disposal areas;
- I. Explosives, manufacture or storage;
- J. Fat rendering;
- K. Feed and fuel yards;
- L. Fertilizer manufacture;
- M. Garbage, offal or dead animal reduction or dumping;
- N. Gas manufacture;
- O. Gelatin or size manufacture;
- P. Glucose or dextrine manufacture;
- Q. Glue manufacture;
- R. Nonmineral oil extraction plants;

S. Recycling center, as defined by Public Resources Code Section 14520, that is within a convenience zone, as defined by Public Resources Code Section 14509.4;

T. Sewer farms or sewage disposal plants;

U. Smelting of tin, copper, zinc or iron ores;

V. Slaughterhouse;

W. Scrap metal yards, junkyards;

X. Wineries.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
Council of the City of Bakersfield

APPROVED:

By:_____

KAREN GOH

Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By:_____

ANDREW HEGLUND

Deputy City Attorney

AH:vlg

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ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Ordinances f.

TO: Honorable Mayor and City Council

FROM: Jacquelyn R. Kitchen, Development Services Director

DATE: 10/10/2018

WARD: Ward 4

SUBJECT: Adoption of an ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from E (Estate) and R-1 (One Family Dwelling) to DI (Drill Island) on approximately 0.91 acres located north of Austin Creek Avenue and east of Renfro Road in northwest Bakersfield. (ZC # 18-0034 – McIntosh & Associates, representing Cumberland Family Trust, property owner).

STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance amending the official zoning map.

BACKGROUND:

First reading of the ordinance was given on October 17, 2018. The project includes a Zone Change (ZC) from E (Estate) and R-1 (One Family Dwelling) to DI (Drill Island) on approximately 0.91 acres. The property is located north of Austin Creek Avenue and east of Renfro Road in northwest Bakersfield. The overall proposal will allow future incorporation of the 0.91 acres to an existing drill site east of the zone change, in order to accommodate the necessary drill site setbacks required for residential lots pursuant to BMC 16.20.060 for approved Vesting Tentative Tract Map 7158 and 7338.

ENVIRONMENTAL REVIEW AND DETERMINATION:

Staff has determined the proposed project is exempt from the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3) General Rule, because the proposal will not have a significant effect on the environment. This project zones the site to be consistent with the existing Metropolitan Bakersfield General Plan Land Use designation and existing petroleum extraction operations. Therefore, a Notice of Exemption for GPA/ZC 18-0034 was adopted by the City Council on October 17, 2018.

PUBLIC NOTIFICATION:

A 10-day notice of public hearing before the Planning Commission for the proposed zone change was advertised in The Bakersfield Californian and posted on the bulletin board of the City of Bakersfield Development Services Department-Planning Division on August 3, 2018. Property owners within 300 feet of the project site were notified on August 3, 2018, by United

States Mail of the Planning Commission public hearing to be held on August 16, 2018, in accordance with State Law. Pursuant to City Zoning Ordinance Section 17.050(B)(6)(b), required signs were posted on the project site on July 11, 2018. The signed “Declaration of Posting Public Hearing Notice” and photographs of the signs posted along the perimeter of the site were submitted to the Planning Department on July 11, 2018.

CONCLUSION:

- **Consistency with General Plan and Zoning Ordinance.** General Plan policies support development projects which are compatible with and complement existing uses. The zone change to DI (Drill Island) is consistent with the existing LR (Low Density Residential) and SR (Residential Suburban) General Plan land use designations, surrounding residential uses, and existing petroleum activities.
- **Overall Recommendation:** The proposed project will enable the property owner to accommodate the existing and future petroleum extraction operations for a 3.45 acre drill site. The proposed project is internally consistent with the General Plan and City Zoning Ordinance.

Staff recommends adoption of the ordinance.

ATTACHMENTS:

Description	Type
▣ Ordinance	Ordinance
▣ Exhibit A	Exhibit
▣ Exhibit B	Exhibit
▣ Exhibit C	Exhibit

ORDINANCE NO. _____

**AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL
APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD
MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED
NORTH OF AUSTIN CREEK AVENUE AND EAST OF RENFRO
ROAD IN NORTHWEST BAKERSFIELD (ZC NO. 18-0034).**

WHEREAS, McIntosh & Associates, representing the property owner, Cumberland Family Trust, filed an application with the City of Bakersfield Development Services Department requesting to change the zone district from E (Estate) and R-1 (One Family Dwelling) to DI (Drill Island) on approximately 0.91 acres located north of Austin Creek Avenue and east of Renfro Road in northwest Bakersfield, as shown in attached Exhibit C, (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on August 16, 2018, and approved Resolution No. 70-18, which recommended that the City Council approve the Project; and

WHEREAS, the City Council considered all facts, testimony, and evidence concerning the Project, including the staff report, Notice of Exemption, and the Planning Commission's deliberation, and action; and

WHEREAS, the Project is consistent with the *Metropolitan Bakersfield General Plan*.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED by the Bakersfield City Council as follows:

1. The above recitals, incorporated herein, are true and correct.
2. The Planning Commission's findings as contained in its Resolution No. 70-18 are hereby adopted.
3. The Project is hereby approved and incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit B and as specifically described in Exhibit A, all of which are incorporated herein.

SECTION 2.

This ordinance must be posted in accordance with the Bakersfield Municipal Code and will become effective not less than 30 days from and after the date of its passage.

-----oOo-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting held on _____, by the following vote:

AYES:	COUNCILMEMBER: RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER: _____
ABSTAIN:	COUNCILMEMBER: _____
ABSENT:	COUNCILMEMBER: _____

CHRISTOPHER GERRY,
ACTING CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Exhibits: A Legal Description
 B Zoning Map
 C Zone Change Map

By: KP\S:\ZoneChange\yr 2018\18-0034\CC\1st reading\CC ZC Ordinance.docx

EXHIBIT "A"
ZONE CHANGE
LEGAL DESCRIPTION

R-1 to D1

ALL THAT PORTION OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., CITY OF BAKERSFIELD, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT NO. 5662-1, RECORDED IN BOOK 46 OF MAPS AT PAGES 142 – 144, IN THE OFFICE OF THE KERN COUNTY RECORDER, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION BEARS $S00^{\circ}46'44''W$, 1330.00 FEET; THENCE $N00^{\circ}46'44''E$ ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION AND THE CENTERLINE OF RENFRO ROAD, 170.03 FEET; THENCE $S89^{\circ}19'26''E$, 978.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING $S89^{\circ}19'26''E$, 60.26 FEET; THENCE $N00^{\circ}40'34''E$, 264.85 FEET; THENCE $S89^{\circ}19'26''E$, 244.74 FEET; THENCE $N00^{\circ}40'34''E$, 43.40 FEET; THENCE $N89^{\circ}19'26''W$, 305.00 FEET; THENCE $S00^{\circ}40'34''W$, 308.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 29,197 SQUARE FEET, MORE OR LESS

E to D1

ALL THAT PORTION OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., CITY OF BAKERSFIELD, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT NO. 5662-1, RECORDED IN BOOK 46 OF MAPS AT PAGES 142 – 144, IN THE OFFICE OF THE KERN COUNTY RECORDER, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION BEARS $S00^{\circ}46'44''W$, 1330.00 FEET; THENCE $N00^{\circ}46'44''E$ ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION AND THE CENTERLINE OF RENFRO ROAD, 170.03 FEET; THENCE $S89^{\circ}19'26''E$, 978.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING $S89^{\circ}19'26''E$, 60.26 FEET; THENCE $S00^{\circ}40'34''W$, 170.01 FEET; THENCE $N89^{\circ}19'26''W$, 60.26 FEET; THENCE $N00^{\circ}40'34''E$, 170.01 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,245 SQUARE FEET, MORE OR LESS



661-834-4814 • 661-834-0972
2001 Wheelan Court • Bakersfield, CA 93309



[Handwritten signature]
1-19-18

ZC 18-0034

Exhibit B

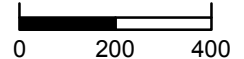
CITY OF BAKERSFIELD

LEGEND (ZONE DISTRICTS)

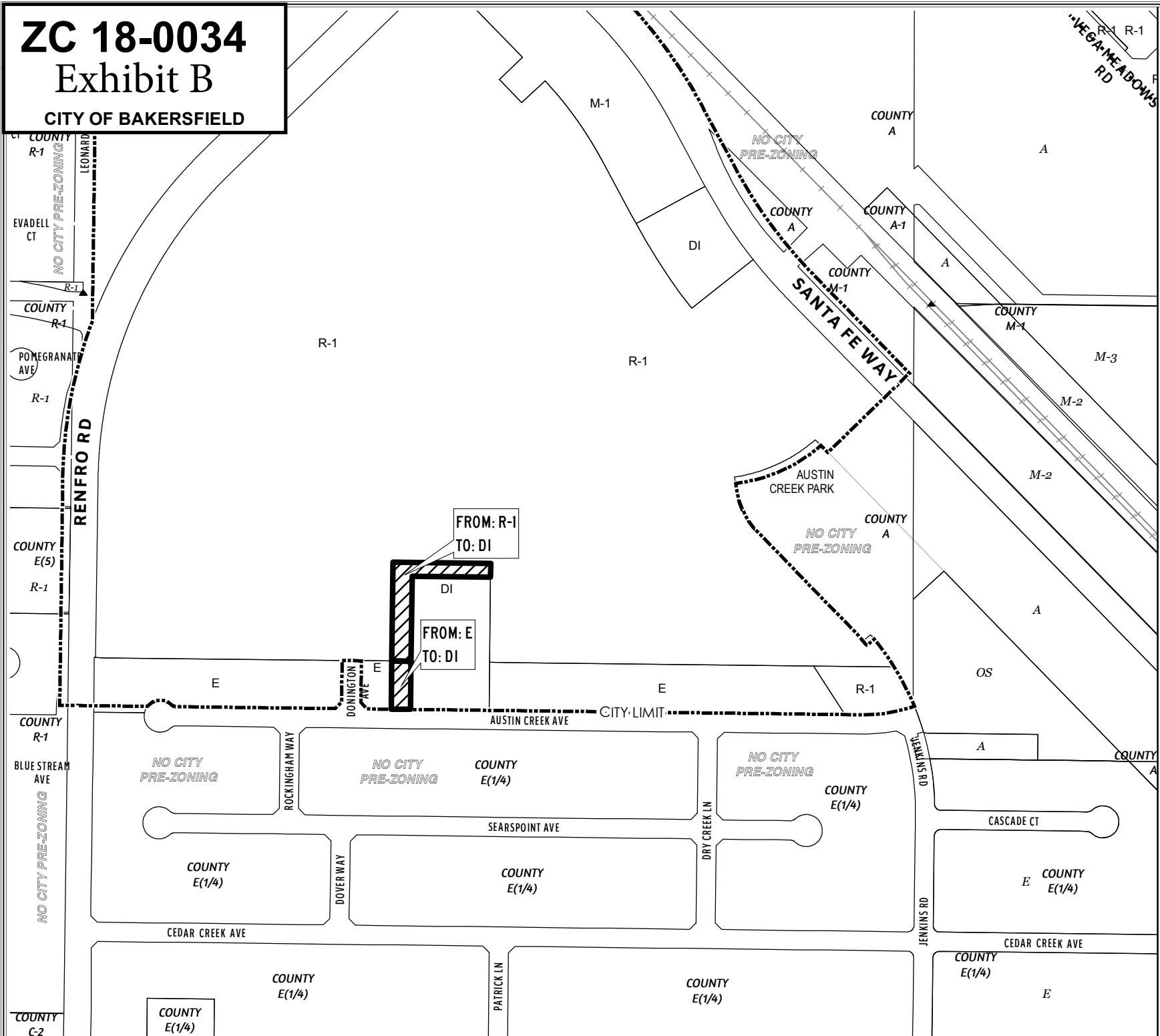
- R-1 One Family Dwelling
6,000 sq.ft. min lot size
- R-1-4.5 One Family Dwelling
4,500 sq.ft. min lot size
- E Estate
10,000 sq.ft. min lot size
- R-S Residential Suburban
24,000 sq.ft./dwelling unit
- R-S-1 Residential Suburban
1, 2.5, 5 or 10 min lot size
- R-2 Limited Multiple Family Dwelling
4,500 sq.ft. min lot size (single family)
6,000 sq.ft. min lot size (multifamily)
2,500 sq.ft. lot area/dwelling unit
- R-3 Multiple Family Dwelling
6,000 sq.ft. min lot size
1,250 sq.ft. lot area/dwelling unit
- R-4 High Density Multiple Family Dwelling
6,000 sq.ft. min lot size
600 sq.ft. lot area/dwelling unit
- R-H Residential Holding
20 acre min lot size
- A Agriculture
6,000 sq.ft. min lot size
- A-20A Agriculture
20 acre min lot size
- PUD Planned Unit Development
- TT Travel Trailer Park
- MH Mobilehome
- C-O Professional and Administrative Office
- C-1 Neighborhood Commercial
- C-2 Regional Commercial
- C-C Commercial Center
- C-B Central Business
- PCD Planned Commercial Development
- M-1 Light Manufacturing
- M-2 General Manufacturing
- M-3 Heavy Industrial
- P Automobile Parking
- RE Recreation
- Ch Church Overlay
- OS Open Space
- HOSP Hospital Overlay
- AD Architectural Design Overlay
- FP-P Floodplain Primary
- FP-S Floodplain Secondary
- AA Airport Approach
- DI Drilling Island
- PE Petroleum Extraction Combining
- SC Senior Citizen Overlay
- HD Hillside Development Combining
- WM - West Ming Specific Plan



Feet



Document Name: 2018_07_13_ZC



SACRAMENTO

SAN FRANCISCO

FRESNO

VISALLA

LOS ANGELES

SAN DIEGO

CITY OF BAKERSFIELD

KERN COUNTY

STATE OF CALIFORNIA



LEGEND:

DI	DRILL ISLAND
E	ESTATE
E (1/4)	ESTATE - 1/4 ACRES
R-1	SINGLE FAMILY RESIDENTIAL


▲ SURVEY MONUMENT AS DESCRIBED

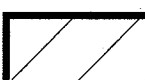
----- STREET CENTERLINE

===== PROPOSED ZONE CHANGE BOUNDARY LINE

----- EXIST. PROPERTY LINES/RIGHT-OF-WAY LINE

- - - - - EXIST. CITY/COUNTY BOUNDARY LINE

 PORTION OF LOT "A" L.L.A. NO. 16-0465

 PORTION OF LOT "B" L.L.A. NO. 16-0465

LEGEND:

DI	DRILL ISLAND
E	ESTATE
E (1/4)	ESTATE - 1/4 ACRES
R-1	SINGLE FAMILY RESIDENTIAL


▲ SURVEY MONUMENT AS DESCRIBED

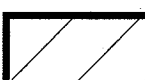
----- STREET CENTERLINE

===== PROPOSED ZONE CHANGE BOUNDARY LINE

----- EXIST. PROPERTY LINES/RIGHT-OF-WAY LINE

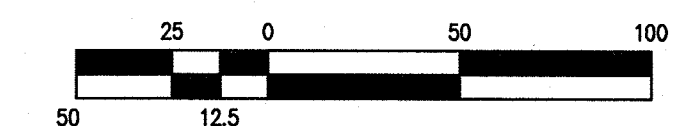
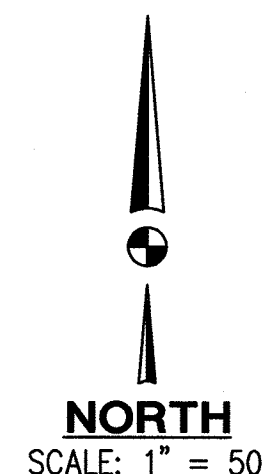
- - - - - EXIST. CITY/COUNTY BOUNDARY LINE

 PORTION OF LOT "A" L.L.A. NO. 16-0465

 PORTION OF LOT "B" L.L.A. NO. 16-0465

ZONING: E
LOT "B"
L.L.A. NO. 16-0465
PER CERTIFICATE OF COMPLIANCE
RECORDED AUGUST 24, 2017 AS
DOC. NO. 217114161, O.R.

PROPOSED ZONE CHANGE
HAGEMAN LAND PARTNERS, LLC



**Know what's below.
Call before you dig.**



**McINTOSH
& ASSOCIATES**
LAND SURVEYING • CIVIL ENGINEERING © 2018

2001 WHEELAN COURT BAKERSFIELD, CALIFORNIA 93309 (661) 834 - 4814	
DRAWN BY: EBT	JOB NO: 17-083
ISSUED FOR:	DATE: 03/05/18

DATE: _____

3-6-18

YINDI AND
STATE OF
No. 2834
* * *

1003

1003

[illegible]

01
MAGAMEN LAND PARTNERS, LLC
W. 1/2 OF SEC. 14, T.28S, R.28E, M.D.M.
PROPOSED ZONE CHANGE MAP

AutoCAD FILE: 17083ZC

SHEET
1
OF 1 SHEETS



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Resolutions g.

TO: Honorable Mayor and City Council

FROM: Jacquelyn R. Kitchen, Development Services Director

DATE: 10/18/2018

WARD: Ward(s) 1, 2, 3, 7

SUBJECT: Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and authorizing collection of the assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

Assessment hearing was held on October 8, 2018, by the City Manager designee and all proposed charges were confirmed. The subject properties listed in Exhibit A were in violation of Chapter 8.27 of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter. The property owners were notified and failed to comply with the notices to abate such public nuisance. After a hearing duly noticed and held before the Building Director, the Director issued orders requiring the property owner to abate the public nuisance.

The owners of the listed properties failed to commence the required work as ordered by the Building Director to abate a public nuisance. As permitted under Chapter 8.80 of the Bakersfield Municipal Code, the public nuisances listed in Exhibit A were abated under the direction of the Chief Code Enforcement Officer. The costs incurred by the City can be assessed against the property as provided for in Chapter 8.80 of the Bakersfield Municipal Code. Property owners had been given notice of their right to appear at the hearing on this matter before the City Manager designee and to object to the correctness of the costs incurred by the City to remove the public nuisance. The City Manager designee has approved the assessments associated with the properties.

The Council will need to confirm the approval of the City Manager designee of the costs incurred by the City for work performed to remove the public nuisance and order that such costs be made

a lien against the property. This will be done by adoption of the attached resolution.

ATTACHMENTS:

Description		Type
▣	Resolution	Resolution
▣	Declaration	Exhibit
▣	Exhibit A	Exhibit

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD
CONFIRMING THE APPROVAL BY THE CITY MANAGER DESIGNEE OF
THE REPORT OF THE CHIEF CODE ENFORCEMENT OFFICER
REGARDING ASSESSMENTS OF CERTAIN PROPERTIES IN THE CITY OF
BAKERSFIELD FOR WHICH STRUCTURES HAVE BEEN SECURED AGAINST
ENTRY OR FOR THE ABATEMENT OF CERTAIN WEEDS, DEBRIS AND
WASTE MATTER AND AUTHORIZING COLLECTION OF THE
ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR.**

WHEREAS, the properties in the City of Bakersfield described by assessor parcel number and street address in Exhibit "A" were determined to be in violation of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter; and

WHEREAS, notices and orders of the City of Bakersfield Building Department, as provided in Chapter 8.80 of the Bakersfield Municipal Code, were provided to the record owners of the aforementioned properties; and

WHEREAS, this assessment proceeding was duly noticed and a public hearing held on October 8, 2018, in City Hall North Conference Room B of the City of Bakersfield by the City Manager designee; and

WHEREAS, the City Manager designee has reviewed materials concerning the properties, the abatements and the assessments and has approved the assessments of the parcels;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield:

1. That the Chief Code Enforcement Officer caused work to be performed by contractors for removal of public nuisances and submitted and filed with the City Clerk a Report and Assessment List which describes the costs incurred by the City to abate such public nuisances and which is attached hereto as Exhibit "A", and made a part hereof by this reference.

2. The costs incurred and described in the Report and Assessment list, attached hereto as Exhibit "A" are hereby confirmed.

3. The cost of the abatement on the properties as described in Exhibit "A", are hereby made a lien and special assessment against said properties and the Chief Code Enforcement Officer is directed to notify the property owner of and record the lien created herein as required under Government Code Section 38773.1(b)-(c).

4. The assessments enumerated herein are not subject to Proposition 218.

5. That the City Attorney is hereby authorized to commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).

6. That the property owners named in said Exhibit "A" may pay, or cause to be paid, the charges stated therein at the office of the Treasury Department, 1600 Truxtun Avenue, Bakersfield, California, at any time prior to the time the lien imposed under

Government Code Section 38773.1 and Bakersfield Municipal Code Section 8.80.190 is foreclosed or placed on the property tax rolls for collection as described in paragraph 7 below.

7. At the discretion of the City Attorney, and in the event such charges assessed and confirmed against the property as listed in Exhibit "A" are not paid in full prior to collection or foreclosure, such special assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the property for collection therein.

-----oOo-----

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER_____
ABSTAIN:	COUNCILMEMBER_____
ABSENT:	COUNCILMEMBER_____

CHRISTOPHER GERRY
ACTING CITY CLERK and *Ex Officio Clerk of the Council of the City of Bakersfield*

APPROVED _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:

VIRGINIA GENNARO
City Attorney

BY: _____
RICHARD IGER
Deputy City Attorney

EXHIBIT "A"

**REPORT AND ASSESSMENT LIST
AND DECLARATION OF
DAVID PAQUETTE IN SUPPORT THEREOF**

In the matter of the properties listed in the attached Exhibit "A":

I, David Paquette, declare:

1. I am the duly appointed Code Enforcement Supervisor of the City of Bakersfield, California. I am making this declaration pursuant to Chapter 8.80 of the Bakersfield Municipal Code.

2. As provided by Chapter 8.80 of the Bakersfield Municipal Code and pursuant to an order of the Building Director, the Code Enforcement Division removed the public nuisances on the properties listed in Exhibit "A" which is attached hereto and made a part hereof by this reference in August 2018. The costs incurred by the City to remove the public nuisances for each respective property set forth herein are also stated in the attached Exhibit "A".

3. Records of the Bakersfield Building Department reflect that on September 6, 2018 a copy of Notice of Filing Report and Assessment List for Abatement of Condition Constituting Public Nuisance and of Hearing Thereon was mailed to the owners of the properties and/or posted.

4. The foregoing matters are within my personal knowledge and if called as a witness herein, I could and would competently testify thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 18th day of October 2018, at Bakersfield, California.

David Paquette
Code Enforcement Supervisor

EXHIBIT "A"
REPORT AND ASSESSMENT LIST FOR STRUCTURES
THAT HAVE BEEN SECURED AGAINST ENTRY
OR DECLARED SUBSTANDARD OR FOR
ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
1. 172-091-08-00-2	3409 Anderson Street 18-3032	Hilltop Developers Inc 700 Milam St Ste 2700 Houston, TX 77002	\$137	\$852	\$989	1
2. 019-072-02-00-7	420 S Brown Street 18-3382	D C Dockery 420 S Brown Street Bakersfield, CA 93307	\$134	\$852	\$986	1
3. 019-091-15-00-4	605 S Brown Street 18-3662	Junkers2Jewels LLC 7245 Hillside Av Ste 202 Los Angeles, CA 90046	\$140	\$852	\$992	1
4. 009-472-13-00-2	424 V Street 18-2726	Gabino Garcia 2500 Sunset Avenue Bakersfield, CA 93304	\$750	\$852	\$1,602	1
5. 019-121-04-00-0	718 S Williams Street 18-3667	Robert Williams 214 Madison Street Bakersfield, CA 93307	\$130	\$852	\$982	1
6. 139-161-09-00-2	515 E 9 th Street 18-3626	Sherri L Bowden 5001 Crenshaw Bl #3 Los Angeles, CA 90043	\$55	\$852	\$907	1
7. 139-111-05-00-5	530 E 9 th Street 18-3625	Sherri L Bowden 5001 Crenshaw Bl #3 Los Angeles, CA 90043	\$55	\$852	\$907	1
8. 139-112-10-00-6	600 E 9 th Street 18-3628	Sherri Bowden 5001 Crenshaw Bl #3 Los Angeles, CA 90043	\$55	\$852	\$907	1
9. 139-162-04-00-4	613 E 9 th Street 18-3629	Sherri Lee Bowden 5001 Crenshaw Bl #3 Los Angeles, CA 90043	\$55	\$852	\$907	1
10. 015-090-05-00-0	1119 Pacific Street 18-4425	Patrick Padilla PO Box 60643 Bakersfield, CA 93386	\$0	\$145	\$145	2
11. 124-094-09-00-5	210 Thelma Drive 18-3832	Jacob Kahn & Hinda Kahn 18253 Topham Street Tarzana, CA 91335	\$125	\$852	\$977	2
12. 016-050-09-00-7	506 E 21 st Street 18-4456	Andrew Garcia 1434 Castro Street Martinez, CA 94553	\$0	\$145	\$145	2
13. 021-351-13-00-0	2900 Pomona Street 18-3849	Deloris Smith 2900 Pomona Street Bakersfield, CA 93305	\$85	\$852	\$937	3
14. 412-080-14-00-8	912 Caroline Court 18-3616	Gloria Byrd 912 Caroline Court Bakersfield, CA 93307	\$179	\$1,611	\$1,790	7
15. 514-030-07-00-6	2438 Mc Kee Road 18-4611	Nirmal Gill 3404 Mc Kee Road Bakersfield, CA 93313	\$0	\$420	\$420	7



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Resolutions h.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 10/11/2018

WARD: Ward(s) 2, 5, 7

SUBJECT: Resolutions of intention (ROI) to add the following areas to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report for each:

1. ROI No. 1983 adding Area 3-110 (6001 Windermere Street) – Ward 5
2. ROI No. 1984 adding Area 4-188 (185 Hayden Court) – Ward 2
3. ROI No. 1986 adding Area 5-98 (2029 Hosking Avenue) – Ward 7
4. ROI No. 1987 adding Area 3-111 (2201 and 2311 Taft Highway) – Ward 7

STAFF RECOMMENDATION:

Staff recommends adopting the resolutions of intention.

BACKGROUND:

A written request has been received by the City Engineer from the owner(s) of the parcels to be included into the Consolidated Maintenance District as required by section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of a public park and street landscaping. This area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels when a park has been constructed and street landscaping has been installed.

The City of Bakersfield has received a letter from the owner(s) of the properties described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owner(s) with disclosure regarding the inclusion of land in the Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded with the Kern County Assessor-

Recorder's Office upon approval of this resolution.

ATTACHMENTS:

Description	Type
▣ ROI #1983 adding Area 3-110 to the CMD	Resolution
▣ MD 3-110 Exhibit 1	Exhibit
▣ MD 3-110 Exhibit A	Exhibit
▣ MD 3-110 Exhibit B	Exhibit
▣ MD 3-110 Exhibit C	Exhibit
▣ MD 3-110 Exhibit D	Exhibit
▣ MD 3-110 Exhibit E	Exhibit
▣ MD 3-110 Exhibit F	Exhibit
▣ ROI #1984 adding Area 4-188 to the CMD	Resolution
▣ MD 4-188 Exhibit 1	Exhibit
▣ MD 4-188 Exhibit A	Exhibit
▣ MD 4-188 Exhibit B	Exhibit
▣ MD 4-188 Exhibit C	Exhibit
▣ MD 4-188 Exhibit D	Exhibit
▣ MD 4-188 Exhibit E	Exhibit
▣ MD 4-188 Exhibit F	Exhibit
▣ ROI #1986 adding Area 5-98 to the CMD	Resolution
▣ MD 5-98 Exhibit 1	Exhibit
▣ MD 5-98 Exhibit A	Exhibit
▣ MD 5-98 Exhibit B	Exhibit
▣ MD 5-98 Exhibit C	Exhibit
▣ MD 5-98 Exhibit D	Exhibit
▣ MD 5-98 Exhibit E	Exhibit
▣ MD 5-98 Exhibit F	Exhibit
▣ ROI #1987 adding Area 3-111 to the CMD	Resolution
▣ MD 3-111 Exhibit 1	Exhibit
▣ MD 3-111 Exhibit A	Exhibit
▣ MD 3-111 Exhibit B	Exhibit
▣ MD 3-111 Exhibit C	Exhibit
▣ MD 3-111 Exhibit D	Exhibit
▣ MD 3-111 Exhibit E	Exhibit
▣ MD 3-111 Exhibit F	Exhibit

RESOLUTION OF INTENTION NO. 1983

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 3-110 (6001 WINDERMERE STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 5)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner(s) has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 3-110 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

- a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

CHRISTOPHER GERRY
ACTING CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
Exhibit "A" Exhibit "E"
Exhibit "B" Exhibit "F"
Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 3-110

Fiscal Year 2018-2019

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 6001 Windermere Street and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works for the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2018-2019 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER

Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 3-110

An area located in Section 24, Township 30, Range 26 M.D.B. & M., more particularly described as follows:

LLA 17-0459
6001 Windermere St. Bakersfield California

Containing: 56.67 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 3-110) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

**CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

MAINTENANCE DISTRICT AREA 3-110

Said assessment is made in accordance with the benefit formula attached hereto.

2018-2019 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 3-110

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.		Total amount to be collected for FY (2018-2019)
535-010-40-00-8		\$0.00
	0	\$0.00
	0	\$0.00

Total	\$0.00
-------	--------

Date: _____

City Clerk and Ex Officio Clerk of the
Council of the City of Bakersfield

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

August 7, 2018

City of Bakersfield - Public Works Department
Attn: Daniel Padilla
1600 Truxtun Avenue
Bakersfield, California 93301

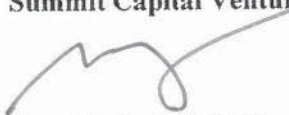
Dear Mr. Padilla:

RE: Inclusion of Lot Line Adjustment No. 17-0459 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within Lot Line Adjustment No. 17-0459 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Fees have already been paid and acknowledged as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for _____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,
Summit Capital Ventures, Inc.



Greg Balfanz, C.O.O.

RESOLUTION OF INTENTION NO. 1984

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-188 (135 HAYDEN COURT) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-188 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

- a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

CHRISTOPHER GERRY
ACTING CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
 Exhibit "A" Exhibit "E"
 Exhibit "B" Exhibit "F"
 Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-188

Fiscal Year 2018-2019

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 135 Hayden Court and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2018-2019 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER

Director of Public Works
City of Bakersfield

LEGAL DESCRIPTION

Area 4-188

An area located in Section 30, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 17-0367

135 Hayden Ct Bakersfield California

Containing: 0.51 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 4-188) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE:MD 4-188 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

MAINTENANCE DISTRICT AREA 4-188

Said assessment is made in accordance with the benefit formula attached hereto.

2018-2019 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-188

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.

Total amount to
be collected for
FY (2018-2019)

006-540-47-00-6

\$0.00

Total

\$0.00

Date: _____

City Clerk and Ex Officio Clerk of the
Council of the City of Bakersfield

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

M BROS PROPERTIES LLC
2334 Perseus Ct.
Bakersfield, CA 93308

Ref: Property address
135 Hayden Ct.
Bakersfield, CA 93305

September 5th, 2018

City of Bakersfield – Public Works Department
Attn : Daniel Padilla
1600 Truxtun Ave
Bakersfield, CA 93301

Dear Mr. Padilla:

RE: Inclusion of Site Plan Review in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within site plan review hereby request that the property be included within CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purpose of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for _____, 20_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Nabeel Mansour

Officer

RESOLUTION OF INTENTION NO. 1986

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 5-98 (2029 HOSKING AVENUE) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 7)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 5-98 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

- a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

CHRISTOPHER GERRY
ACTING CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
 Exhibit "A" Exhibit "E"
 Exhibit "B" Exhibit "F"
 Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 5-98

Fiscal Year 2018-2019

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 2029 Hosking Avenue and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2018-2019 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER

Director of Public Works
City of Bakersfield

LEGAL DESCRIPTION

Area 5-98

An area located in Section 36, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

VTTM 7348

2029 Hosking Ave. Bakersfield California

Containing: 28.79 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 5-98) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 5-98 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

MAINTENANCE DISTRICT AREA 5-98

Said assessment is made in accordance with the benefit formula attached hereto.

2018-2019 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 5-98

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.

Total amount to
be collected for
FY (2018-2019)

514-030-25-00-8

\$0.00

Total

\$0.00

Date: _____

City Clerk and Ex Officio Clerk of the
Council of the City of Bakersfield

EXHIBIT E

Letterhead

July 11, 2018

City of Bakersfield - Public Works Department
Attention: Daniel Padilla
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Padilla:

RE: Inclusion of Tract Map No. 7348 in a Consolidated Maintenance District (CMD)

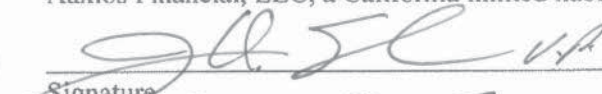
We, the undersigned, as owners of the property included within Tract Map No. 7348 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for _____, 20__, at 5:15 p.m. in the Council Chambers located at 1501 Truxtun Avenue, Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Aaxios Financial, LLC, a California limited liability company

By:



Signature
JAMES D. SALAS

Print Name

8-6-18

Date
V.P.

Title

Orbis Financial, LLC, a California limited liability company

By:

Signature

Print Name

Date

Title

RESOLUTION OF INTENTION NO. 1987

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 3-111 (2201 & 2311 TAFT HIGHWAY) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 7)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

WHEREAS, the property owner(s) has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 3-111 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

- a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

CHRISTOPHER GERRY
ACTING CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
Exhibit "A" Exhibit "E"
Exhibit "B" Exhibit "F"
Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 3-111

Fiscal Year 2018-2019

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 2201 & 2311 Taft Highway and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works for the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2018-2019 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER

Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

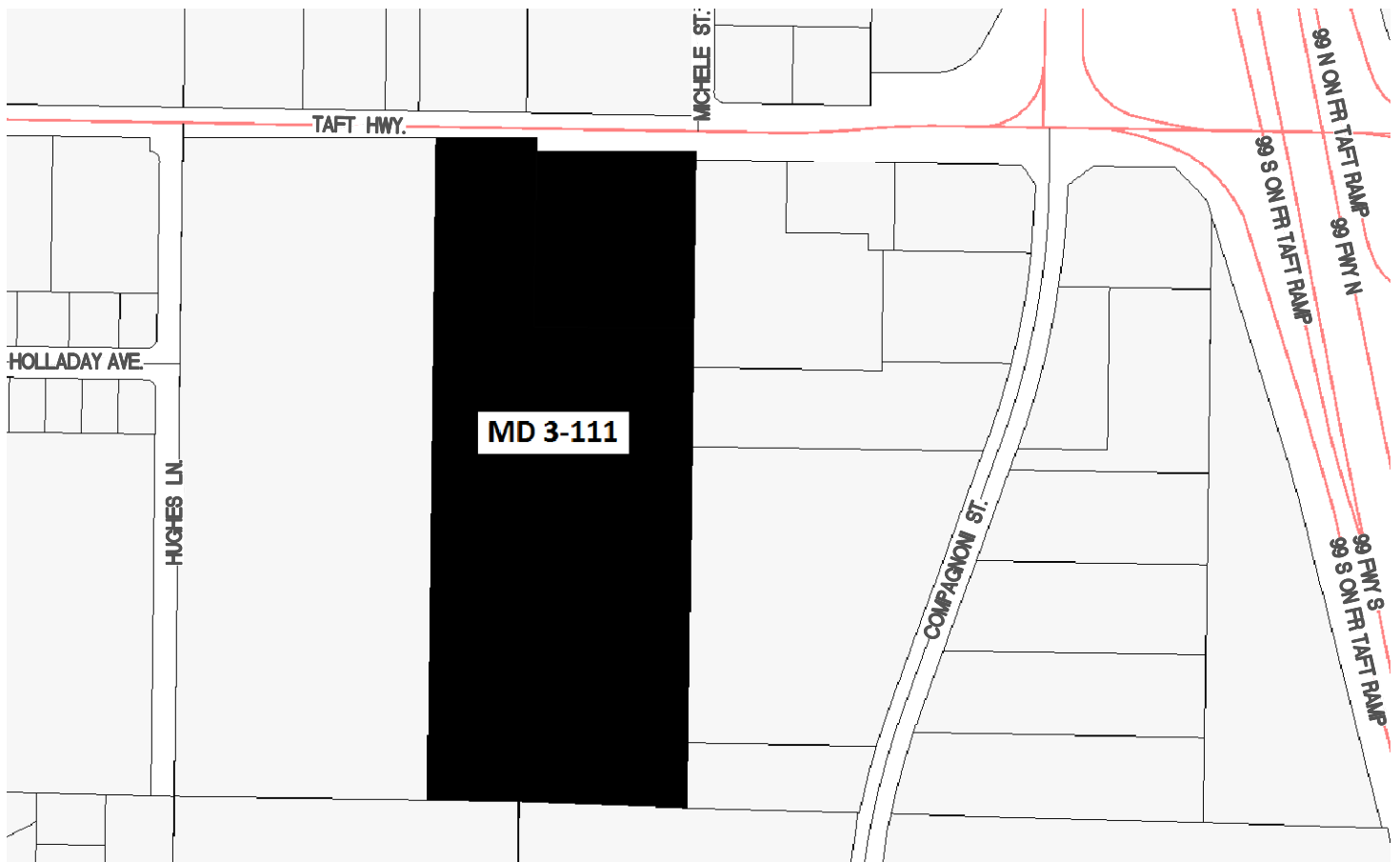
Area 3-111

An area located in Section 1, Township 31, Range 27 M.D.B. & M., more particularly described as follows:

PM 12212
2201 & 2311 Taft Hwy Bakersfield California

Containing: 14.41 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 3-111) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 3-111 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:

Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

MAINTENANCE DISTRICT AREA 3-111

Said assessment is made in accordance with the benefit formula attached hereto.

2018-2019 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 3-111

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.		Total amount to be collected for FY (2018-2019)
184-160-13-00-6		\$0.00
	0	\$0.00
	0	\$0.00

Total	\$0.00
-------	--------

Date: _____

City Clerk and Ex Officio Clerk of the
Council of the City of Bakersfield

EXHIBIT E

Inclusion of a Subdivision into the Consolidated Maintenance District

October 4, 2018

City of Bakersfield - Public Works Department
Attn: Daniel Padilla
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Padilla:

RE: Inclusion of Vesting Tentative Parcel Map No. 12212 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within Vesting Tentative Parcel Map No. 12212 hereby request that the property known as 2201 & 2311 Taft Highway be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$871.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law.

Respectfully,



Bakersfield 119, LLC



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Resolutions i.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/11/2018
WARD: Ward 6
SUBJECT: Resolution of Intention No. 1985 to form Traffic Signal Maintenance District designated as TS-27 (NEC of Ashe Road and Panama Lane) and preliminarily approving, confirming, and adopting the Public Works Director's Report.

STAFF RECOMMENDATION:

Staff recommends adopting the resolution of intention.

BACKGROUND:

City of Bakersfield Resolution No. 161-94 instituted the collection of maintenance and operating costs for convenience traffic signals through maintenance districts. A convenience traffic signal is a traffic signal not required by the Traffic Authority to regulate traffic flow, but is a traffic signal installed solely at the discretion of the developer of a commercial site. Under the user-pay concept, the private property deriving benefits bears the costs of maintenance and operation of convenience traffic signals through assessments with the Kern County Tax Collector. Maintenance and operation of these traffic signals is performed by City forces or by private contractor.

A written request has been received by the City Engineer from the owner(s) of the parcels to form a Traffic Signal Maintenance District as required by section 13.04.021 of the Municipal Code. Formation of this Traffic Signal Maintenance District will provide for the operation and maintenance of a convenient traffic signal. The owner(s) of the parcels have submitted a signal synchronization study that shows that the proposed traffic signal will not significantly degrade signal coordination and that the location meets current or future signal warrants.

The City Engineer has also received a letter from the owner(s) of the property described above which waives the public hearing concerning formation of a Traffic Signal Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owners with disclosure regarding the formation of a Traffic Signal Maintenance District, a covenant has been drafted and will be recorded with the Kern County Assessor-Recorder's Office upon approval of this resolution.

Staff recommends the Traffic Signal Maintenance District be formed at the next City Council meeting.

ATTACHMENTS:

	Description	Type
▣	ROI #1985 creating Traffic Signal Maintenance District TS-27	Resolution
▣	TS-27 Exhibit 1	Exhibit
▣	TS-27 Exhibit A	Exhibit
▣	TS-27 Exhibit B	Exhibit
▣	TS-27 Exhibit C	Exhibit
▣	TS-27 Exhibit D	Exhibit
▣	TS-27 Exhibit E	Exhibit
▣	TS-27 Exhibit F	Exhibit

RESOLUTION OF INTENTION NO. 1985

A RESOLUTION DECLARING INTENTION TO FORM A TRAFFIC SIGNAL MAINTENANCE DISTRICT TO BE DESIGNATED AS TS-27 (NEC OF ASHE ROAD & PANAMA LANE), PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL (WARD 6)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for an alternative procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the several lots or parcels of property within the maintenance district established therefore; and

WHEREAS, the property owner has requested the City Council to form a Traffic Signal Maintenance District in accordance with the procedures established therefore by Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield and the Public Works Director recommends formation of a Traffic Signal Maintenance District; and

WHEREAS, it is the intention of the City Council of the City of Bakersfield to form a Traffic Signal Maintenance District to be designated as TS-27 (NEC of Ashe Road & Panama Lane). Said area is generally described in Exhibit "A" attached hereto, to maintain and operate the convenient traffic signal; and

WHEREAS, the Public Works Director has on this date filed with the Clerk of said Council his Report attached hereto and incorporated herein by reference as Exhibit "1", containing the following:

- (a) a description of the boundary of the new territory, attached hereto as Exhibit "A";
- (b) a map and assessment diagram of the new territory, attached hereto as Exhibit "B";
- (c) the benefit formula set forth as Exhibit "C";
- (d) a budget, Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;

- (e) the amount of assessment to be levied against each parcel, attached hereto as Exhibit "E"; and
- (f) correspondence from the property owner(s) requesting creation of a traffic signal maintenance district attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in a Traffic Signal Maintenance District; and

WHEREAS, said property owner(s) have returned their assessment ballot(s) indicating their support of the proposed assessments and formation of a Traffic Signal Maintenance District.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B", entitled "Map and Assessment Diagram for Addition of Territory as a Traffic Signal Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory forming the Traffic Signal Maintenance District and shall govern for all details as to the extent of the addition.
3. Each parcel identified in Exhibit "E" is included in the areas of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

-oOo-

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

KAREN GOH

MAYOR of the City of Bakersfield

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____

RICHARD IGER

Deputy City Attorney

Attachments: Exhibit "1" Exhibit "D"
 Exhibit "A" Exhibit "E"
 Exhibit "B" Exhibit "F"
 Exhibit "C"

City of Bakersfield

PUBLIC WORKS DIRECTOR'S REPORT

**FORMATION OF TRAFFIC SIGNAL MAINTENANCE DISTRICT DESIGNATED
AS TS-27 (NEC OF ASHE ROAD AND PANAMA LANE)**

Fiscal Year 2018 - 2019

Formation of Traffic Signal Maintenance District, as shown in Exhibit "E" is generally described as the NEC of Ashe Road and Panama Lane and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this Report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a convenient traffic signal. The improvements maintained within this district include all operating and maintenance costs associated with the convenient traffic signal(s) within the district and are of a public nature. The assessment includes the cost of necessary repairs, replacement, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

All parcels within this area shall be assessed an amount not to exceed that established in the wording on their Proposition 218 ballots as submitted with the formation of this district. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until the convenient traffic signal(s) are operational.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2018-2019 Budget and Assessment Roll as set forth in Exhibit "E" and Exhibit "F," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER

Director of Public Works
City of Bakersfield

LEGAL DESCRIPTION

Area TS-27

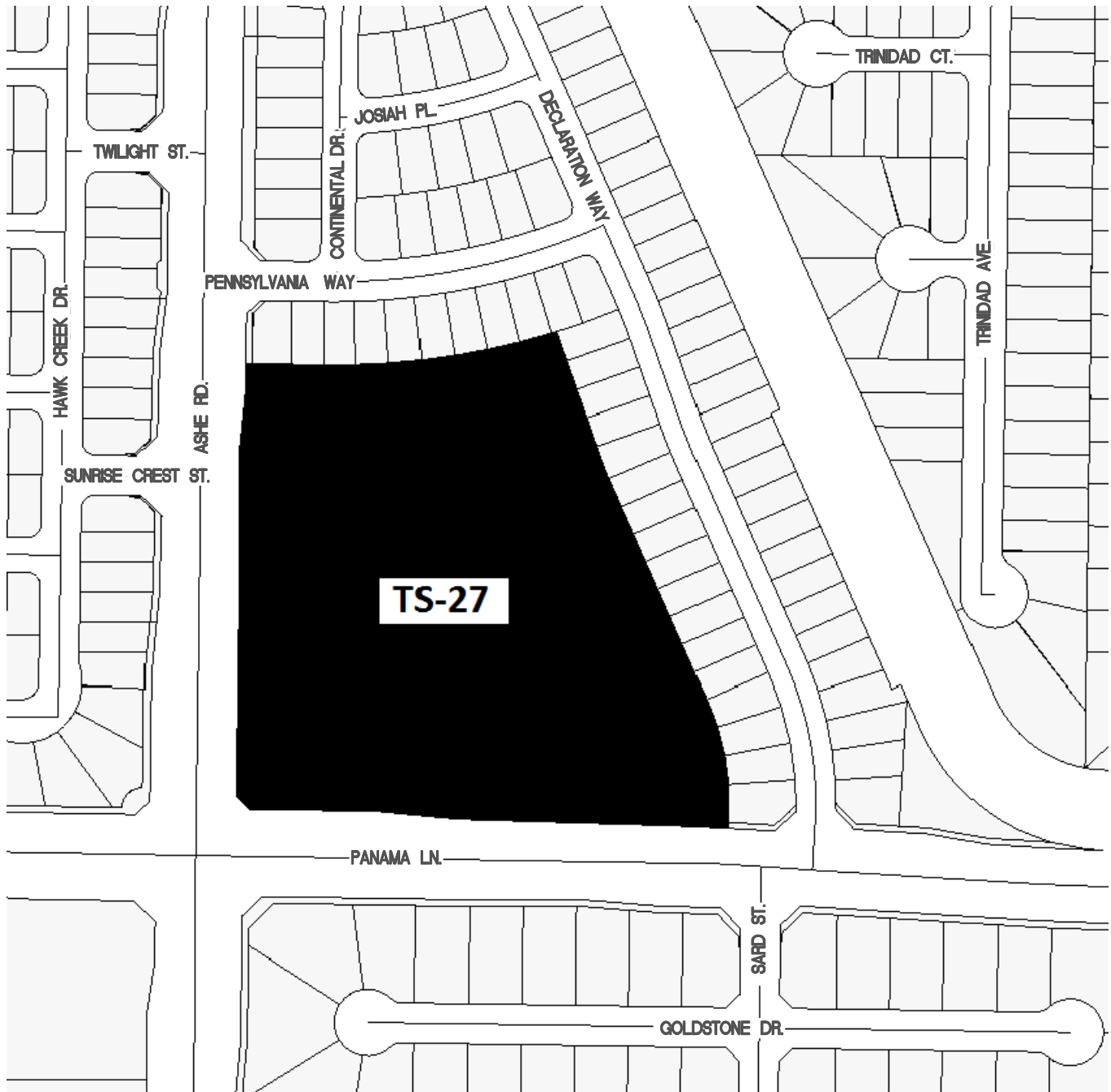
An area located in Section 22, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

PM 12173
6200 Panama Ln Bakersfield California

Containing: 9.88 Acres, more or less.

EXHIBIT A

MAP AND ASSESSMENT DIAGRAM
FORM A (AREA TS - 27) AS A TRAFFIC
SIGNAL MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: TS -27 SHEET 1 of 1

**TRAFFIC SIGNAL MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA**

Each parcel joining the Traffic Signal Maintenance District shall be assessed the amount as

Rate:

Each parcel shall be assessed a percentage of the total operating and maintenance costs.

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

TRAFFIC SIGNAL MAINTENANCE DISTRICT AREA TS-27

Said assessment is made in accordance with the benefit formula attached hereto.

2018-2019
BUDGET

Gross Budget Amount Required (City Staff Services or Contract, Supplies, Materials and Utilities)	\$0.00
County Fees to Add Parcels to Tax Roll	\$0.00
	<hr/>
NET AMOUNT TO BE ASSESSED	\$0.00

TRAFFIC SIGNAL MAINTENANCE DISTRICT AREA TS-27

ASSESSMENT ROLL

FISCAL YEAR 2018-2019

Assessor's Tax No.

Total amount to
be collected for
FY (2018-2019)

499-573-01-00-6

\$0.00

Total

\$0.00

Date: _____

City Clerk and Ex Officio Clerk of the
Council of the City of Bakersfield

September 5, 2018

City of Bakersfield - Public Works Department
Attn: Daniel Padilla
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Padilla:

RE: Inclusion of Parcel 12173 ATN# 499-573-01 in a Traffic Signal Maintenance District (TSMD)

We, the undersigned, as owners of the property included within Parcel Map 12173, ATN No.499-573-01 hereby request that the property be included within the TSMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$ 871.00 as required by the City to cover the costs of this inclusion into the TSMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the TSMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for _____, 20__ at _____ in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,
Panama and Ashe, LLC



By: Chris Hayden



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements j.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/18/2018
WARD: Ward 4
SUBJECT: Final Map and improvement agreement with Kelly Bailey Construction, Inc., for Tract 7237, located at the southeast corner of Jenkins Road and Hinault Drive.

STAFF RECOMMENDATION:

Staff recommends approval of the map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7237 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when Kelly Bailey Construction, Inc. (Developer), wishes to record the tentative tract map (through a final map), the Developer must execute an improvement agreement through which the Developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a notice of completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and recommends the City Council approve the map. In addition, the improvement agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
□ Tract 7237 Improvement Agreement	Agreement

- ▣ Tract 7237 Final Map
- ▣ Tract 7237 Vicinity Map

Backup Material
Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 7237

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and Kelly Bailey Construction, Inc., a California Corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7237 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 1, 2015, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City.**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
- 4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
- 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

- 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

- 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.
10. **INDEMNITY.**
 - 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
 - 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3** Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

- 11.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

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

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5.** Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6.** It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7.** Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Kelly Bailey Construction Inc.,
A California Corporation
9200 Bridget Leigh Way
Bakersfield, CA 93312
Telephone: 661-333-4275
Email: kellybaileyconstruction@hotmail.com

Surety: Western Surety Company
Attn: Jennifer Crosby
111 H Street
Bakersfield, CA 93304
Telephone: 661-327-5531
Email: jenni@crosbyandcrosby.com
License No.: OE99743
Local Contact: Jennifer Crosby
Local Telephone: 661-327-5531

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

- 12.4. Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 12.5. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 12.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 12.7. Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.
- 12.8. Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.
- 12.9. Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 47-5212038.

Developer is a corporation? Yes X No .

(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Kelly Bailey Construction, Inc.

By: _____
KAREN GOH
Mayor

By: Kelly Bailey

Print Name: Kelly Bailey

Title: Owner

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____

Print Name: _____

Title: _____

By: _____
ANDREW HEGLUND
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

See Attached for 04-17-2018
Notary Certificate

By: _____
NELSON K. SMITH
Finance Director

x KA

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Kern

On 04-17-2018 before me, Katrina Avila **Notary Public**,
(Here insert name and title of the officer)

personally appeared Kelly Bailey,

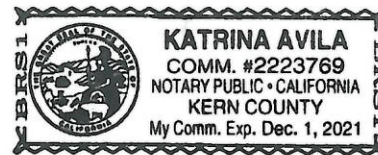
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

In witness whereof pg. 14114
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 14 Document Date 04-17-18

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual ☒
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, ~~is~~ ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ☞ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ☞ Indicate title or type of attached document, number of pages and date.
 - ☞ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK NA Checklist Item

		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT B



ENGINEER'S ESTIMATE

Date: July 5, 2018

Tract 7237

Project: Kelly Bailey Construction, Inc., a California Corporation

Bonding Numbers

No. of Lots/Parcels - 8

Job No. 13-108

<u>Item</u>	<u>Description</u>	<u>Approximate Quantities</u>	<u>Unit Price</u>	<u>Total</u>	<u>% Complete</u>	<u>Remaining</u>
<u>STREET IMPROVEMENTS:</u>						
1.	4" Concrete Sidewalk	1,913 sq. ft.	6.00	\$ 11,478.00	100%	\$0.00
2.	6" Curb and Gutter	1,575 ln. ft.	25.00	\$ 39,375.00	100%	\$0.00
3.	6" Concrete Driveway	228 sq. ft.	9.00	\$ 2,052.00	100%	\$0.00
4.	A.C. Paving (1,598 Sq.Ft.)	27 tons	100.00	\$ 2,700.00	100%	\$0.00
5.	Agg Base	31 cu. yd.	70.00	\$ 2,170.00	100%	\$0.00
6.	Sawcut	849 ln. ft.	3.00	\$ 2,547.00	100%	\$0.00
7.	Street Light	1 ea.	6,000.00	\$ 6,000.00	100%	\$0.00
8.	6' Block Wall	145 ln. ft.	130.00	\$ 18,850.00	100%	\$0.00
Sub Total				\$ 85,172.00		\$0.00

EXHIBIT C

WATER SYSTEM:

1.	10" Water Main	438	ln. ft.	42.00	\$ 18,396.00	100%	\$0.00
2	10" Gate Valve	1	ea.	1,800.00	1,800.00	100%	\$0.00
3	1" Service, Meter & Box	8	ea.	1,100.00	8,800.00	100%	\$0.00
4	Fire Hydrant	3	ea.	4,000.00	12,000.00	100%	\$0.00
6.	Tie-In/Hot Tap	1	ea.	1,100.00	1,100.00	100%	\$0.00
				Sub Total	\$ 42,096.00		\$0.00

SEWER SYSTEM:

1	8" Sewer Main	350	ln. ft.	55.00	\$ 19,250.00	100%	\$0.00
2	4" Sewer Laterals	249	ln. ft.	30.00	7,470.00	100%	\$0.00
3	Standard Manholes 6'-8' deep	2	ea.	2,600.00	5,200.00	100%	\$0.00
				Sub Total	\$ 31,920.00		\$0.00

EXHIBIT C

SUMMARY:

		COMPLETED	REMAINING
		%	AMOUNT
STREET IMPROVEMENTS	\$ 85,172.00	100%	\$0.00
WATER SYSTEM	\$ 42,096.00	100%	\$0.00
SEWER SYSTEM	\$ 31,920.00	100%	\$0.00
<u>SUB TOTAL</u>	<u>\$ 159,188.00</u>	REMAINING	<u>\$0.00</u>
20% Contingency	\$ 31,837.60		
Enforcement Fee	\$ 15,000.00		
<u>TOTAL ESTIMATE</u>	<u>\$ 206,025.60</u>		

Performance Bond	<u>\$ 206,025.60</u>
Labor & Materials Bond	<u>\$ 103,012.80</u>
Warranty L.O.C.	<u>\$ 20,602.56</u>

EXHIBIT C



Robert E. Smith
10.4.18

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Kelly Bailey Construction, Inc. ("Principal") have entered into an agreement dated October 16, 2017 ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Job 13-108 TR 7237. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto the City in the penal sum of \$ 103,012.80 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on October 17, 2017.

PRINCIPAL Kelly Bailey Construction, Inc

SURETY WESTERN SURETY COMPANY

By: Kelly Bailey
 Its: Kelly Bailey Construction, Inc.

By: Paula Annette Crosby
 Its: Paula Annette Crosby, Attorney-in-Fact



seal

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Kelly Bailey Construction, Inc. ("Principal") have entered into an agreement dated October 16, 2017 ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Job 13-108 TR 7237 ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and WESTERN SURETY COMPANY ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$ 103,012.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 17, 2017.

PRINCIPAL Kelly Bailey Construction, Inc.

SURETY WESTERN SURETY COMPANY

By: Kelly Bailey

By: Paula Annette Crosby

Its: Kelly Bailey Construction Inc

Its: Paula Annette Crosby



seal

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63385326

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Paula Annette Crosby

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Kelly Bailey Construction, Inc

Obligee: City of Bakersfield

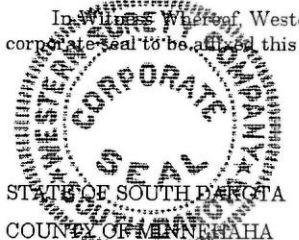
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63385326 is not issued on or before midnight of December 15, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of October, 2017.

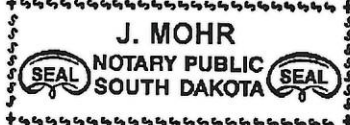


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 17th day of October, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of October, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2018

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

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

PRODUCER Crosby and Crosby Insurance Services 111 "H" Street Bakersfield CA 93304		CONTACT NAME: Jennifer Crosby PHONE (A/C, No, Ext): (661) 327-5531 E-MAIL: jenni@crosbyandcrosby.com FAX (A/C, No): (661)327-8153	
INSURED KELLY BAILEY CONSTRUCTION, INC 9200 BRIDGET LEIGH BAKERSFIELD CA 93312		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Progressive Insurance INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	P693160	10/18/2018	10/18/2019	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	04049447-0	10/18/2018	10/18/2019	GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The City of Bakersfield, its mayor, council, officers, agents, employees, and designated volunteers are covered as additional insureds on the policy.

EXHIBIT E**CERTIFICATE HOLDER****CANCELLATION**

City of Bakersfield 1600 Truxtun Ave Bakersfield, CA 93301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Bakersfield
Its Mayor, Council, Officers, Agents, Employees, and Designated Volunteers
1600 Truxtun Ave
Bakersfield, CA 93301

Location(s) Of Covered Operations

Job 13-108 TR 7237

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT E



Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 10/18/18

Name: Kelly Barley
(Print or type)

Name: Kelly Barley
(Signature)

Company Name (if any): Kelly Barley Construction, Inc.

Title: Owner

Telephone: 661-201-0238

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

OWNER'S STATEMENT

We hereby state that we are the owners of, or have some right, title or interest in and to the real property included within the subdivision shown upon this map, and that except as shown on this map and statement make a part thereof, we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the making of said map and subdivision as shown within the bold border lines and hereby dedicate to public use all the streets shown upon said map within said subdivision. We also hereby dedicate for public use easements for public utilities/pedestrian under, on, or over those certain strips or plats of land lying adjacent to the side and/or front lines of lots designated as "public utilities/pedestrian easements" as shown on said map, within said subdivision; strip of land to be kept open and free from buildings and structures of any kind.

Kelly Bailey Construction, Inc., a California Corporation

Kelly Bailey – PRESIDENT

DATE

Lloyd E. Plank, (a sole Proprietorship) Profit Sharing Plan, as Beneficiary under Deed of Trust Recorded March 29, 2017 as Document No. 0217039499 of Official Records.

Lloyd E. Plank

DATE

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

STATE OF CALIFORNIA) ss

COUNTY OF)

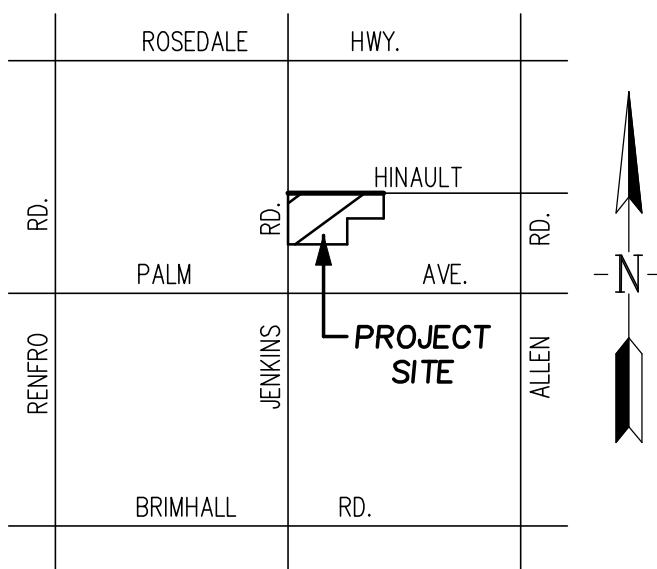
On _____ before me _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand.

Signature _____

Name (Typed or Printed)

COMM. # _____ EXPIRES: _____

COUNTY OF _____



VICINITY MAP

N.T.S.

CITY CLERK'S STATEMENT

The City Council of the City of Bakersfield hereby orders that the map of Tract No. 7237 is approved, that all easements and access rights shown upon this map and hereon offered for dedication be and the same are hereby accepted for the purpose or purposes for which the same are offered, and that the streets shown upon this map and hereon offered for dedication be and the same are hereby accepted for public use subject to construction of all improvements by the subdivider and acceptance of all improvements by the City. It directs the Clerk of the City Council to endorse upon the face of this map this order authenticated by the seal of the City of Bakersfield, and it hereby waives, pursuant to the provisions of Section 66436 of the Subdivision Map Act, and Section 16.20.060 of the City of Bakersfield Municipal Code, the requirement for signatures of the following interests:

NAME

HARRY O. JONES
JULIA I. JONES

GLENN E. FROELICH &
ETHEL M. FROELICH

PACIFIC BELL
TELEPHONE COMPANY

PACIFIC GAS & ELECTRIC
COMPANY

COUNTY OF KERN

CITY OF BAKERSFIELD

I hereby certify that the foregoing orders were adopted by the City Council of the City of Bakersfield at a meeting held _____ 20____.

NATURE OF INTEREST

MINERAL RIGHTS HOLDER ABOVE A DEPTH OF 500 FEET WITH THE RIGHT OF SURFACE ENTRY PER DOC. NO. 0204010358 RECORDED 1-16-04 OF OFFICIAL RECORDS. MINERAL RIGHTS HOLDER IN DEED RECORDED 11-18-1946 PER BOOK 1405, PAGE 113 OF OFFICIAL RECORDS.

MINERAL RIGHTS HOLDER ABOVE A DEPTH OF 500 FEET WITH THE RIGHT OF SURFACE ENTRY PER DOC. NO. 0204010358 RECORDED 1-16-04 OF OFFICIAL RECORDS. MINERAL RIGHTS HOLDER IN DEED RECORDED 8-26-1983 PER BOOK 5583, PAGE 1154 OF OFFICIAL RECORDS.

EASEMENT HOLDER PER DOCUMENT NO. 0206108242 RECORDED 5-2-06 OF OFFICIAL RECORDS.

EASEMENT HOLDER PER DOCUMENT NO. 0206123162 RECORDED 5-18-06 OF OFFICIAL RECORDS.

PUBLIC HIGHWAY EASEMENT PER VOL. 23, PG. 75 OF MINUTE BOOKS OF OFFICIAL RECORDS.

PUBLIC STREET EASEMENT, PUBLIC UTILITIES EASEMENT, AND LANDSCAPING EASEMENT ALL RECORDED IN MAP BOOK 54, PAGE 137 OF OFFICIAL RECORDS.

City Clerk and Ex-Officio Clerk of the City Council of the City of Bakersfield

CITY ENGINEER'S STATEMENT

I, Nicolas Fidler, hereby state that I have examined this map, that the subdivision shown hereon is substantially the same as it appeared on the approved Tentative Map or any approved alterations thereof and that all the provisions of the Subdivision Map Act and Title 16 of the City of Bakersfield Municipal Code applicable at the time of approval of the Tentative Map, have been complied with to the best of my knowledge and belief.

City Engineer of the City of Bakersfield Date
Nicolas Fidler R.C.E. 61069 Exp. 12-31-18

COUNTY SURVEYOR'S STATEMENT

The following statement pertains only to that portion of the subdivision lying within the unincorporated territory of the County of Kern.

I hereby state that I have examined this map, that the subdivision shown thereon is substantially the same as it appeared on the tentative map and approved alterations thereof, that all the provisions of law have been complied with, and that to the best of my knowledge and belief, I am satisfied that this map is technically correct.

DONNA E. FUJIHARA, County Surveyor

Date

PLANNING DIRECTOR'S STATEMENT

The Planning Commission of the City of Bakersfield approved or conditionally approved the Tentative Map on October 18, 2018, and the subdivision, as shown on this map, is substantially the same as it appeared on the Tentative Map and in accordance with any conditions approved by the Commission.

Kevin F. Coyle, Planning Director, City of Bakersfield Date

TRACT NO. 7237

CONTAINS 2 SHEETS

CONTAINS: 2.82 ACRES – 8 LOTS
1 LANDSCAPE LOT

Consisting of three sheets in the City of Bakersfield, County of Kern, State of California, Lot 12 of Tract 6036, Unit Three, as per Map Recorded in Book 54, Page 137 of Maps, in the Office of the County Recorder of said County. Also being a portion of the Northeast Quarter of Section 26, T. 29 S., R. 26 E., M.D.M.

NOTICE:

In accordance with Section 16.44.040 of the City of Bakersfield Municipal Code, no building permit shall be issued for any lot or any subdivision until all grading has been completed in accordance with the approved grading plan and a final soils report has been submitted to and approved by the Building Director.

A preliminary soils report dated October 21, 2015 has been prepared by Krazen & Associates, Inc., and signed by Ryan K. Privett, R.C.E. No. 59372, and is on file in the office of the City Engineer.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction, and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Kelly Bailey on June 30, 2017. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions before January 1, 2019; and that the monuments are, or will be, sufficient to enable the survey to be retraced, and this final map substantially conforms to the conditionally approved tentative map.



Robert E. Smith L.L.S. 5565
Expires 9-30-19

CITY SURVEYOR'S STATEMENT

I have examined this map, and to the best of my knowledge and belief, I am satisfied that the map is technically correct.

City Surveyor of the City of Bakersfield Date
Jim Matern Schroeter L.L.S. 7851 Exp. 12-31-18

RECORDER'S STATEMENT

Accepted for record and filed in Book _____ of Maps, Page _____, in the Office of the County Recorder of the County of Kern this _____ day of _____, 20____, at _____ at the request of Robert E. Smith.

JON LIFQUIST

Recorder of the County of Kern

By: _____

Deputy Recorder

SHEET 1 OF 2 SHEETS

CURVE TABLE

NUMBER	DELTA ANGLE	TANGENT	RADIUS	ARC LENGTH
C1	102°16'10"	62.04	50.00	89.25
C2	30°36'17"	13.68	50.00	26.71
C3	42°50'00"	9.81	25.00	18.69
C4	132°52'27"	114.65	50.00	115.95

LOT TABLE

LOT	SQ. FT.
1	11,376
2	12,060
3	11,390
4	11,390
5	12,066
6	11,129
7	11,334
8	10,500

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 36°32'55" W	49.98'
L2	S 89°39'50" W	65.00'
L3	S 89°39'50" W	15.00'
L4	S 36°32'55" W	41.65'
L5	S 36°32'55" W	8.33'
L6	S 89°39'50" W	5.00'

RADIAL TABLE

NUMBER	BEARING
R1	N 42°32'17" E
R2	S 11°56'60" W

ABBREVIATIONS

M.D.M. – MOUNT DIABLO MERIDIAN
K.C.S. – KERN COUNTY SURVEYOR
P.M.B. – PARCEL MAP BOOK
M.B. – MAP BOOK
L.H. – LAMPHOLE
CL. – CENTERLINE
CTR. – CENTER
SEC. – SECTION
FD. – FOUND
CONC. – CONCRETE
MON. – MONUMENT
COR. – CORNER
L.S. – LAND SURVEYOR
R.C.E. – REGISTERED CIVIL ENGINEER
P.U.E. – PUBLIC UTILITY EASEMENT
BK. – BOOK
O.R. – OFFICIAL RECORDS
R.S. – RECORD OF SURVEY
I.P. – IRON PIPE
RAD. – RADIAL
S.F. – SQUARE FEET
AC. – ACRES
S.M. – SALES MAP

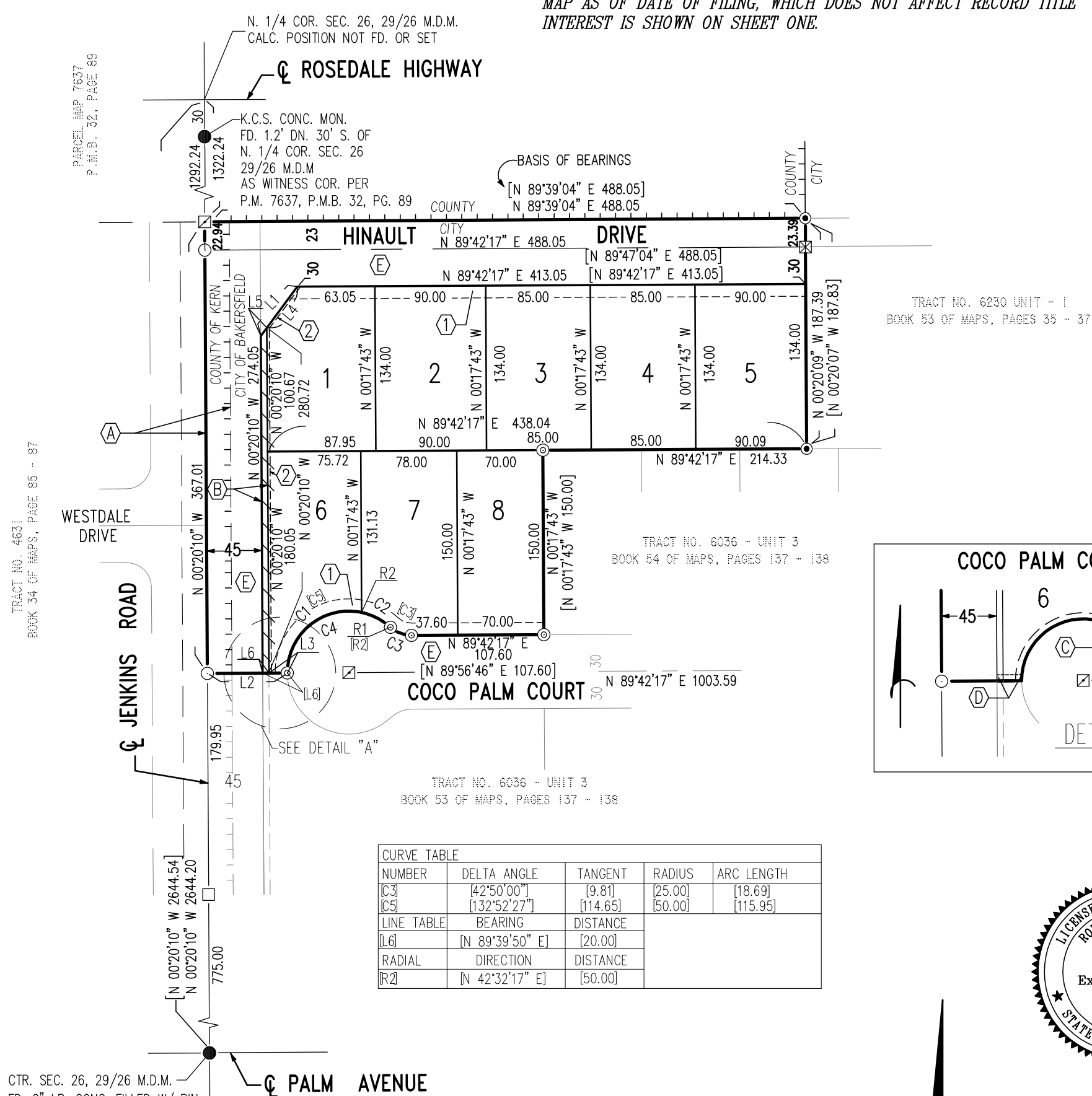
NOTES

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THE BOLD BORDER INDICATES THE BOUNDARIES OF THE LAND SUB-DIVIDED BY THIS MAP.

A 5/8" REBAR W/PLASTIC CAP STAMPED L.S. 5565 TO BE SET AT ALL REAR LOT CORNERS AND A L.S. 5565 TAG TO BE SET ON TOP OF THE CURB AT THE PROLONGATION OF THE PROPERTY LINE IN LIEU OF FRONT LOT CORNERS.

ADDITIONAL INFORMATION, DESCRIBING CONDITIONS REGARDING THIS MAP AS OF DATE OF FILING, WHICH DOES NOT AFFECT RECORD TITLE INTEREST IS SHOWN ON SHEET ONE.



TRACT NO. 7237

CONTAINS 2 SHEETS

CONTAINS: 2.82 ACRES – 8 LOTS
1 LANDSCAPE LOT

BASIS OF BEARINGS

"THE BEARING OF N 89°39'04" E ALONG THE TRACT BOUNDARY OF HINAULT ROAD AS SHOWN ON TRACT 6036 UNIT 3 RECORDED IN BOOK 54 AT PAGES 137-138 OF MAPS WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON"

LEGEND

- SET CONCRETE MONUMENT STAMPED L.S. 5565 IN LAMPHOLE
- FOUND 2" IRON PIPE TAGGED L.S. 5565 PER TR. 6036 – UNIT 3, M.B. 54, PGS. 137-138
- ⊠ FOUND CONCRETE MONUMENT W/BRASS CAP TAGGED L.S. 5565 PER TR. 6230 – UNIT 1, M.B. 53, PG. 36
- ⊡ FOUND CONCRETE MONUMENT TAGGED L.S. 5565 PER TR. 6036 – UNIT 3, M.B. 54, PGS. 137-138
- ⊙ SET 2" IRON PIPE TAGGED L.S. 5565
- ||||| CITY/COUNTY BOUNDARY LINE
- //// WAIVER OF DIRECT ACCESS
- [] RECORD INFORMATION PER TR. 6036, UNIT 3, M.B. 54, PG. 137-138
- FOUND 2" IRON PIPE TAGGED L.S. 5565 PER TR. 6036 – UNIT 2, M.B. 54, PGS. 135-136
- AS INDICATED

EASEMENT NOTES

- Ⓐ COUNTY OF KERN PUBLIC HIGHWAY EASEMENT, COUNTY ROAD No. 560 (JENKINS RD), PER VOL. 23, PG. 75 OF MINUTE BOOKS
- Ⓑ 5' LANDSCAPE EASEMENT DEDICATED TO CITY OF BAKERSFIELD PER TRACT 6036 UNIT 3, BOOK 54, PG. 137-138
- Ⓒ PACIFIC BELL TELEPHONE COMPANY EASEMENT RECORDED MAY 2, 2006 AS DOCUMENT NO. 0106108242, O.R.
- Ⓓ PACIFIC GAS AND ELECTRIC COMPANY EASEMENT RECORDED MAY 18, 2006 AS DOCUMENT NO. 0206123162, O.R.
- Ⓔ STREETS DEDICATED TO CITY OF BAKERSFIELD PER TRACT 6036 UNIT 3, BOOK 54 PAGE 137-138

EASEMENT DEDICATED WITH THIS MAP

- ① 10' PUBLIC UTILITY EASEMENT TO CITY OF BAKERSFIELD
- ② 2' WALL FOOTING EASEMENT TO CITY OF BAKERSFIELD

RECORDER'S STATEMENT

Accepted for record and filed in Book _____ of Maps, Page _____, in the Office of the County Recorder of the County of Kern this _____ day of _____, 20____, at _____ at the request of Robert E. Smith.

JON LIFQUIST

Recorder of the County of Kern

By: _____

Deputy Recorder

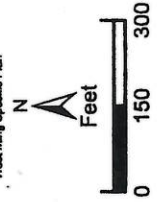
SCALE: 1" = 80'

SHEET 2 OF 2 SHEETS

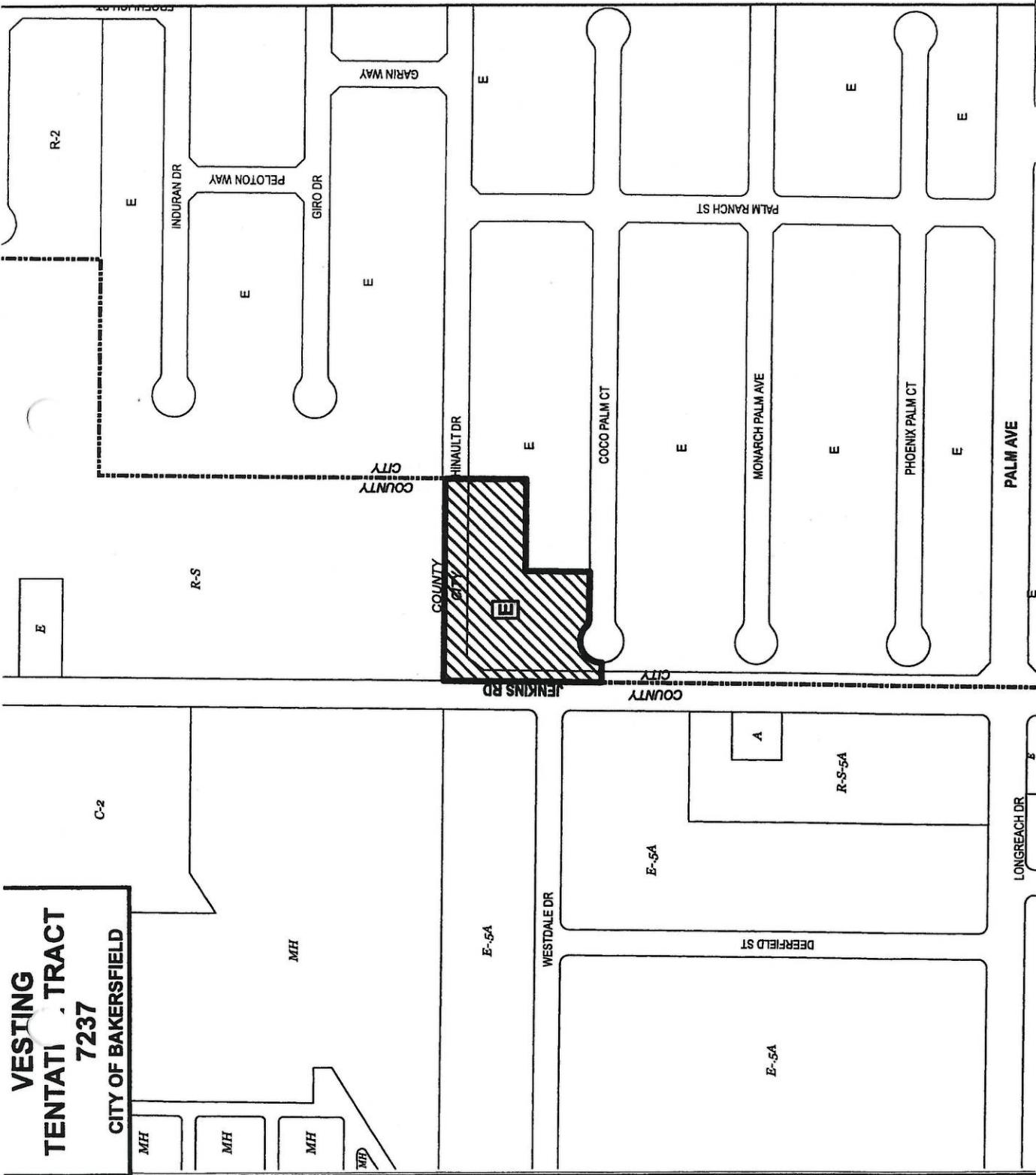
EXHIBIT B

LEGEND
(ZONE DISTRICTS)

- R-1 One Family Dwelling
6,000 sq.ft. min lot size
- R-1.4.5 One Family Dwelling
4,500 sq.ft. min lot size
- E Estate
10,000 sq.ft. min lot size
- R-S Residential Suburban
24,000 sq.ft. Dwelling unit
1, 2.5, 5 or 10 min lot size
- R-2 Limited Multiple Family Dwelling
4,500 sq.ft. min lot size (single family)
6,000 sq.ft. min lot size (multifamily)
- R-3 Multiple Family Dwelling
2,500 sq.ft. lot areadwelling unit
6,000 sq.ft. min lot size
- R-4 High Density Multiple Family Dwelling
6,000 sq.ft. min lot size
- R-H Residential Holding
20 acre min lot size
- A Agriculture
6,000 sq.ft. min lot size
- A-20A Agriculture
20 acre min lot size
- PUD Planned Unit Development
TT Travel Trailer Park
MH Mobilehome
- C-O Professional and Administrative Office
C-1 Neighborhood Commercial
C-2 Regional Commercial
C-C Commercial Center
C-8 Central Business
PCD Planned Commercial Development
M-1 Light Manufacturing
M-2 General Manufacturing
M-3 Heavy Industrial
P Automobile Parking
RE Recreation
CH Church Overlay
OS Open Space
HOSP Hospital Overlay
AD Architectural Design Overlay
FP-F Floodplain Primary
FP-S Floodplain Secondary
AA Airport Approach
DI Drilling Island
PE Petroleum Extraction Combining
SC Senior Citizen Overlay
HD Hillside Development Combining
WM- West Wing Specific Plan



Document Name: 2015_06_01





ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements k.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 9/12/2018
WARD: Ward 2
SUBJECT: Term sheet for the Infrastructure for Rebuilding America (INFRA) grant.

STAFF RECOMMENDATION:

Staff recommends approval of the term sheet.

BACKGROUND:

On June 6, 2018, the United States Department of Transportation (USDOT) notified the City of Bakersfield that it had been selected to receive a \$50 million Infrastructure for Rebuilding America (INFRA) grant for the construction of the Centennial Corridor Project. City staff has been working with the USDOT to meet the requirements to obtain the authorization to move forward with the construction of the project and the use of the funds.

This INFRA Term Sheet is the first step in the process of obtaining the authorization and establishes the terms and requirements for the City as the project sponsor for the Centennial Corridor Project.

In a near future, City staff will be bringing additional agreements with Caltrans and/or the California Transportation Commission, which are also required, for City Council consideration.

ATTACHMENTS:

Description	Type
☐ Term Sheet	Agreement

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION**

**TERM SHEET UNDER THE
NATIONALLY SIGNIFICANT FREIGHT AND HIGHWAY PROJECTS
DISCRETIONARY GRANT PROGRAM**

This term sheet is between the United States Department of Transportation (the “**USDOT**”), the City of Bakersfield, Bakersfield, California (the “**Project Sponsor**”), and the California Department of Transportation (the “**Recipient**”).

The USDOT published a “Notice of Funding Opportunity for the Department of Transportation’s Nationally Significant Freight and Highway Projects (INFRA Grants) for Fiscal Years 2017 and 2018,” 82 Fed. Reg. 31,135 (July 5, 2017) (the “**NOFO**”). The NOFO solicited applications for Federal financial assistance to highway and freight projects of national or regional significance under the Nationally Significant Freight and Highway Projects program, 23 U.S.C. 117. That program is also referred to as the INFRA program.

This term sheet reflects the conditional selection of the Project Sponsor to receive an award for the Centennial Corridor State Route 58/99 Freight Improvement Project. In this term sheet, “**INFRA Grant**” means an award of funds that were made available under the NOFO.

The purpose of this term sheet is to set out the parties’ mutual understanding regarding material terms and conditions to be included in subsequent agreements that the parties intend to execute to implement an INFRA Grant.

The parties therefore agree to the following:

1. The INFRA Application.

- (a) The Project Sponsor’s application for funding was dated October 31, 2017, and titled “Centennial Corridor State Route 58/99 Freight Improvement Project.” In this term sheet, the “**Project**” means the project proposed in the application, as modified by schedules A and B.
- (b) The Project Sponsor states that:
 - (1) all material statements of fact in the application were accurate when that application was submitted; and
 - (2) Schedule A and schedule B document all material changes in the information contained in that application.

2. Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the INFRA program and the approval of section 9 and schedule B of this term sheet.

- (b) The Federal Highway Administration (the “**FHWA**”) will develop and administer all Fund-Obligating Agreements, administer the reimbursement process, collect and review progress reports submitted under section 12 from the Project Sponsor, coordinate oversight activities, and administer close-out activities. In this term sheet, the “**Administering Operating Administration**” means the FHWA.

3. Fund-Obligating Agreements.

- (a) This term sheet does not commit the USDOT to provide funding for the Project or any component of the Project.
- (b) The USDOT will not commit to provide funding to the Project or any component of the Project except by executing, through the Administering Operating Administration, one or more agreements (collectively, the “**Fund-Obligating Agreements**”).
- (c) The Recipient and the Project Sponsor acknowledge that the Fund-Obligating Agreements will require them to administer all INFRA Grant funds under the terms and conditions of those agreements, including requirements to comply with applicable Federal statutes, regulations, and policies, including the Federal statutes, regulations, and policies listed in schedule C.
- (d) The USDOT will not reimburse the Recipient or the Project Sponsor for expenditures, except under the terms and conditions of the Fund-Obligating Agreements.

4. Project Terms in this Term Sheet. Schedule B specifically memorializes the agreement of the parties on the following terms for each component of the Project:

- (1) the component’s scope of work;
- (2) the component’s budget, including identification of all funds necessary to complete the proposed component’s scope of work;
- (3) the component’s milestone completion schedule, which sets dates for the completion of all major milestones relating to that component, including:
 - (A) completion and receipt of all required environmental approvals (including NEPA approvals);
 - (B) application for and anticipated receipt of all necessary Federal, State, and local permits and approvals;
 - (C) any necessary approval by a local transportation planning organization, and inclusion in the required Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP); and
 - (D) start and completion of construction.

5. **Costs Incurred Before a Fund-Obligating Agreement.** The Recipient and the Project Sponsor acknowledge that this term sheet is not USDOT approval of any pre-award costs and that, unless the USDOT provides written approval of pre-award costs, the USDOT will not reimburse expenditures made before the parties have executed a Fund-Obligating Agreement.
6. **Cost Sharing and Changes in Total Project Costs.**
- (a) The Recipient and the Project Sponsor hereby certify that the “State Funds,” “Local Funds,” “Private Funds,” and “Other Funds” listed in schedule B are committed to fund the Project.
 - (b) If the actual eligible project costs are less than the “Total Future Eligible Project Cost” that is listed in schedule B, then the Project Sponsor may propose to the USDOT, in writing consistent with the Administering Operating Administration’s requirements, specific additional activities that are within the scope of the Project, as defined in section 1 and schedule B, and that the Project Sponsor could complete with the difference between the “Total Future Eligible Project Cost” that is listed in schedule B and the actual eligible project costs.
 - (c) If the actual eligible project costs are less than the “Total Future Eligible Project Cost” that is listed in schedule B and either the Project Sponsor does not make a proposal under section 6(b) or the USDOT does not accept the Project Sponsor’s proposal under section 6(b), then:
 - (1) the Project Sponsor shall submit a request under section 14 to reduce the Total Federal Assistance by the difference between the “Total Future Eligible Project Cost” that is listed in schedule B and the actual eligible project costs; and
 - (2) if that modification reduces the “INFRA Grant Amount” listed in schedule B and the USDOT had reimbursed costs exceeding the revised amount, the Project Sponsor shall refund to the USDOT the difference between the reimbursed costs and the revised award.
- In this term sheet, “**Total Federal Assistance**” means the sum of the “INFRA Grant Amount” and the “Other Federal Funds” amounts that are listed in schedule B.
- (d) The Recipient and the Project Sponsor acknowledge that amounts that are required to be refunded under section 6(c) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.345 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).
7. **Use of Limited Non-Highway Funds.** The Project Sponsor acknowledges that the Government selected the Project for award with the expectation that no more than the “INFRA Grant Amount Subject to 23 U.S.C. 117(d)(2)” that is listed in schedule B would be subject to the limitation at 23 U.S.C. 117(d)(2). Each of the Recipient and the Project Sponsor shall not request reimbursements that are subject to the limitation at 23 U.S.C.

117(d)(2) and, in aggregate, exceed the “INFRA Grant Amount Subject to 23 U.S.C. 117(d)(2)” that is listed in schedule B.

8. Safety Requirements.

- (a) The Project Sponsor shall work with the Administering Operating Administration to identify, and the Project Sponsor shall carry out, safety-related activities for the Project that:
- (1) are consistent with the priority areas in the strategic highway safety plan for the State in which the Project is located and are likely to yield safety benefits;
 - (2) implement baseline safety improvements that are consistent with the list of “Proven Safety Countermeasures” at <https://safety.fhwa.dot.gov/provencountermeasures/>; and
 - (3) use appropriate safety-related tools, technologies, and practices from the “Everyday Counts Initiative” at <https://www.fhwa.dot.gov/innovation/everydaycounts/>.
- (b) The Project Sponsor shall describe, in the reports required under section 12, the specific safety-related activities carried out under this section 8.

9. Project-Specific Performance or Accountability Provisions.

Section A.2.d of the NOFO solicited proposals for appropriate projects to condition funding on specific, measurable outcomes. This term sheet does not include any provisions under that key program objective.

- 10. Environmental Review.** The Recipient and the Project Sponsor acknowledge that this term sheet does not commit the USDOT to any determination required under the National Environmental Policy Act (NEPA). The USDOT’s determinations on the Project will be issued in full compliance with its NEPA regulations, 23 CFR Part 771, those of the Council on Environmental Quality, 40 CFR Parts 1500–1508, and all other applicable Federal environmental laws and regulations and, State and local laws and regulations, to the extent applicable.

- 11. Buy America Requirements.** The Recipient and the Project Sponsor acknowledge that the execution of a Fund-Obligating Agreement will subject the Project to 23 U.S.C. 313 and this Term Sheet is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

12. Quarterly Project Progress Reports.

- (a) On or before the 20th day of January, April, July, and October of each year and until the Project is complete and all Fund-Obligating Agreements under this term sheet have been closed out, the Project Sponsor shall submit a Quarterly Project Progress Report for each component of the Project. But if the date of this term sheet is in March, June, September, or December, instead of submitting a Quarterly Project Progress Report

covering less than one month, the Project Sponsor shall submit the first Quarterly Project Progress Report in the fourth calendar month that begins after the date of this term sheet.

- (b) Collectively, the Recipient and the Project Sponsor shall submit a Federal Financial Report (SF-425) as part of each Quarterly Project Progress Report.
- (c) The Administering Operating Administration will provide the Project Sponsor with the form and content for these Quarterly Project Progress Reports.

13. Noncompliance, Remedies, and Termination.

- (a) The Recipient and the Project Sponsor acknowledge that the USDOT considers all INFRA Grant funds under this term sheet to constitute a single grant under 23 U.S.C. 117, that all Fund-Obligating Agreements entered under this term sheet are inter-related, and that all INFRA Grant funds provided through a Fund-Obligating Agreement are subject to the Project Sponsor's compliance with this term sheet and all other Fund-Obligating Agreements.
- (b) If the Recipient and the Project Sponsor fail to comply with this term sheet or a Fund-Obligating Agreement under this term sheet, then the USDOT may take actions under 2 CFR 200.338 without limiting those actions to the agreement under which the Project Sponsor was noncompliant.
- (c) If the Recipient and the Project Sponsor fail to timely complete a component of the Project, the USDOT may take action under section 13(b), including termination of all Fund-Obligating Agreements and disallowance of costs incurred under those agreements.
- (d) If the USDOT determines that the Recipient's and the Project Sponsor's use of INFRA Grant funds under this term sheet would not advance the purposes of the INFRA program, the USDOT may terminate one or more Fund-Obligating Agreements and disallow costs incurred under those agreements.

14. Term Sheet Modifications.

- (a) The parties may amend, modify, or supplement this term sheet by mutual agreement in writing signed by the USDOT, the Recipient and the Project Sponsor. A party may request to amend, modify, or supplement this term sheet by written notice to the other parties.
- (b) The parties shall not amend, modify, or supplement this term sheet except as permitted under section 14(a). If an amendment, modification, or supplement is not permitted under section 14(a), it is void.
- (c) The Project Sponsor shall request a modification of this term sheet to update schedule B if:

- (1) the Project's activities differ from the statement of work that is described in schedule B;
 - (2) the construction complete date for the Project or any component of the Project changes to a date that is more than six months after the construction complete date listed in schedule B;
 - (3) the Project's "Other Federal Funds" increases from the amount listed in schedule B;
 - (4) the Project's "State Funds," "Local Funds," "Private Funds," or "Other Funds" decrease from the amounts listed in schedule B; or
 - (5) the "INFRA Grant Amount Subject to 23 U.S.C. 117(d)(2)" changes from the amount listed in schedule B.
- (e) The USDOT may accept or reject proposals from the Project Sponsor under section 6 and this section 14 and in doing so may elect to consider only the interests of the USDOT. The Project Sponsor acknowledges that making a proposal under section 6 or this section 14 does not amend, modify, or supplement this term sheet unless the parties execute a modification under section 14(a).

15. Effective Date. The terms and conditions in this term sheet are effective on the Recipient and the Project Sponsor upon execution of this term sheet by the Recipient, the Project Sponsor and the USDOT.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 201__.

Signature of USDOT's Authorized Representative

Name of USDOT's Authorized Representative

Title

EXECUTION BY THE PROJECT SPONSOR

By signatures below, the Project Sponsor acknowledges that it accepts and agrees to be bound by this term sheet.

Executed this _____ day of _____, 201__.

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:

By: _____
ANDREW HEGLUND
Deputy City Attorney

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

EXECUTION BY THE STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (the “**SDOT**”) acknowledges that it accepts and agrees to be bound by this term sheet, agrees to act as the Recipient to assist in the receipt and disbursement of the FY2017 – 2018 INFRA Grant awarded for the Project, and agrees to perform such other administrative and oversight duties with respect to the award and the project as the Project Sponsor and the SDOT shall agree upon between themselves. Further, the SDOT shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this term sheet in compliance with the term sheet’s terms and conditions.

Executed this _____ day of _____, 201__.

Signature of State Department of Transportation
Designated Official Representative

Name of State Department of Transportation
Designated Official Representative

Title

SCHEDULE A
MATERIAL CHANGES FROM APPLICATION

Project sponsorship worked with California Transportation Commission (CTC) and California Department of Transportation (Caltrans) to secure additional State Transportation Improvement Program (STIP) funds of \$30 million dollars in FY 19/20 for a phase of the eligible project, bringing the total to \$63 million dollars in STIP funds for FY19/20. In addition, project sponsorship secured an additional \$25 million dollars in California's Senate Bill 1 (SB1) funds through the Trades Corridor Enhancement Program for a phase of the eligible project. The increase of State funds from both these sources lowered the Local Funds contribution ultimately eliminating the need for local barrow on the eligible project.

SCHEDULE B PROJECT TERMS

1. Scope of Work.

(a) General Project Description.

Construct the SR-58 Connector/Mainline and related components of the Centennial Corridor program in Bakersfield. The Centennial Corridor, once completed, will span approximately 11 miles from Cottonwood Road in the East to Heath Road in the West. The project spans the current gap in the corridor by extending the Westside Parkway to the southeast from its existing terminus at Truxtun Avenue to connect with SR-58 and SR-99.

(b) Project Activities.

This project will consist of the following activities: Environmental clearance and certification during the PS & E phase. Right of Way/Utility Certification, Pre-Construction Survey of identified under the ESA. Project Administration to include Bidding and Awarding Construction and Construction Management Contract for Centennial Corridor State Route 58/99 Freight Improvement Project.

2. Project Budget.

In the initial INFRA application, the City requested \$60 million from this program but was selected to receive \$50 million. The City of Bakersfield accepted this grant amount and will commit additional State funds to cover the \$10 million difference. The updated budget is presented below:

INFRA Grant Amount:	\$ 50,000,000
INFRA Grant Amount Subject to 23 U.S.C. 117(d)(2):	\$ 0
Total Project Cost:	\$ 630,625,000
Previously Incurred Project Costs:	\$ 243,988,000

Sources of funds for Future Eligible Project Costs:

INFRA Grant Amount:	\$ 50,000,000
Other Federal Funds:	\$ 86,579,000
State Funds:	\$ 130,000,000
Local Funds:	\$ 120,058,000
Private Funds:	\$ 0
<u>Other Funds:</u>	<u>\$ 0</u>
Total Future Eligible Project Cost:	\$ 386,637,000

3. **Project Schedule.**

(a) Project Permitting, Planning, Licensing, and Other Approval Milestones

N/A

(b) Pre-construction Schedule.

The completion of the final design was delayed from the date indicated in the original application (January of 2018). The reason for this delay was that the City concentrated all efforts on completing the phases of the project that had independent utility and secure funding. By doing this, the City was able to bid another phase of the Centennial Corridor. The final design for the remainder phase of the Centennial Corridor State 58/99 Freight Improvement Project is scheduled to be completed by October of 2018 (PS&E/Bid ready).

- Preliminary Design Complete December 14 2015
- NEPA Complete February 2 2016
- Final Design Complete September 30 2018
- Right of Way October 15 2018
- PS&E/Bid-Ready October 15 2018
- Obligate & Advertise November 30 2018

(c) Construction Schedule.

The following construction schedule is approximate and is contingent upon a fully executed Fund-Obligating Agreement by the “PS&E/Bid-Ready” date listed in subsection (b) of this Project Schedule.

- Begin Construction April 16, 2019
- Construction Complete June 30, 2022

SCHEDULE C
SELECTED APPLICABLE FEDERAL STATUTES, REGULATIONS, AND POLICIES

When acting under this term sheet, the Project Sponsor shall comply with all applicable Federal statutes, regulations, and policies, including the following non-exhaustive list.

Federal Statutes

- Letting of Contracts, 23 U.S.C. 112
- Buy America, 23 U.S.C. 313

Federal Regulations

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. parts 200 and 1201

Federal Policies

- Buy American and Hire American, Executive Order 13788 (Apr. 18, 2017)



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements I.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 10/25/2018

WARD:

SUBJECT: Agreement to hold harmless and indemnify the County of Kern related to the exchange of equipment purchased on the City's behalf by the Kern County Office of Emergency Services with funding from the Fiscal Year 2018 State Homeland Security Grant Program.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The County of Kern is the annual recipient of funds from the Governor's Office of Emergency Services to support and provide for the purchase of equipment related to public safety. Equipment purchased through this grant may be distributed to other agencies, including the Bakersfield Police Department.

In exchange for the County purchasing and providing the equipment to the Bakersfield Police Department, the City desires to indemnify the County from any claims and/or litigation arising out of the use of the equipment purchased and distributed to the department.

Equipment purchased under this grant cycle include an equipment trailer, police entry kits with shields, tactical cameras, ballistic blankets, and first responder training as authorized by the State.

This indemnification will be the first under these yearly grants; however, it is now required by the County for the City to participate in this program and receive the equipment.

ATTACHMENTS:

Description	Type
□ Proposed Indemnity Agreement with Kern County	Agreement

AGREEMENT NO. _____

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into on _____ by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City"), and the **COUNTY OF KERN**, a political subdivision of the State of California ("County"). City and County may be referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, County is the annual recipient of funds from the Governor's Office of Emergency Services to support and provide for the purchase of equipment related to public safety ("Grant Funds"); and

WHEREAS, the equipment purchased with the Grant Funds may be distributed to other agencies within Kern County, including the Bakersfield Police Department ("Department"), based on selection of projects most deserving of the grant funds; and

WHEREAS, in exchange for the County purchasing and providing the equipment to the Department, City desires to hold harmless and indemnify County from any claims and/or litigation arising out of the use of the equipment purchased and distributed to the Department.

NOW, THEREFORE, incorporating the foregoing recitals herein, the Parties mutually agree as follows:

1. **PROJECT.** The name of the Projects are the Bakersfield Police Department Tactical Response Equipment Project and the Kern Op Area First Responder Training Project, which includes a budgeted allocation of \$38,120 for the Bakersfield Police Department. The actual cost will be determined through the County's purchasing process.

2. **EQUIPMENT.** The equipment approved for funding under this project are an equipment trailer, entry kits with shields, tactical cameras, ballistic blankets and first responder training as authorized by the State.

3. **INDEMNITY.** City agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgements, costs, fines and expenses (including, but not limited to reasonable attorneys' fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with the City's use of the equipment trailer, entry kits with shields, tactical cameras, ballistic blankets and first responder

training and any act or omission of the City of Bakersfield or City's officers, agents, employees, independent contractors, sub-contractors of any tier, law enforcement partners or authorized representatives arising out of, connected with, or caused by the use of the equipment trailer, entry kits with shields, tactical cameras, ballistic blankets and authorized first responder training. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with the above referenced use of the subject equipment trailer, entry kits with shields, tactical cameras, ballistic blankets and authorized first responder training performed pursuant to this Agreement by or on behalf of the City of Bakersfield or City's officers, agents, employees, independent contractors, sub-contractors of any tier, law enforcement partners or authorized representatives.

4. **SELF INSURANCE.** City self-insures as a matter of normal business practice, and will continue to self-insure for the term of this Agreement in at least the minimum amounts necessary to meet reasonable risks. City shall forward documentation to the County that demonstrates that the City self-insures as a matter of normal business practice before receiving any equipment purchased with the Grant Funds.

5. **AMENDMENT.** The provisions of this Agreement may be modified only by mutual agreement of the parties. No modifications shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

6. **COMPLIANCE WITH LAW.** The Parties shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted.

7. **SIGNATURE AUTHORITY.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been fully authorized and empowered to enter into this Agreement.

8. **INDEPENDENT CONTRACTORS.** In the performance of the services under this Agreement, the Parties shall be, and acknowledge that they are in fact and law, independent contractors and not agents or employees of the other. Each has, and shall retain, the right to exercise full supervision and control over the manner and methods of providing services under this Agreement. Each retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting in the provision of services under this Agreement and shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO CONTENT:
CITY MANAGER'S OFFICE

By: _____
ALAN TANDY
City Manager

BAKERSFIELD POLICE DEPARTMENT

By: _____
LYLE MARTIN
Chief of Police

APPROVED AS TO FORM:
VIRGINIA GENNARO
City ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

Insurance: _____

COUNTERSIGNED

By: _____
NELSON SMITH
Finance Director

"COUNTY"
COUNTY OF KERN

By: _____
MIKE MAGGARD
Chairman, County Board
of Supervisors

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy County Counsel



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements m.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/4/2018
WARD: Ward 2
SUBJECT: Utility agreement with the Pacific Gas and Electric Company (\$724,008) for the relocation of electric distribution facilities in conflict with the Centennial Corridor, Phase 4 Project.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Pacific Gas and Electric Company (PG&E) owns and maintains public utility facilities within the project area that are in direct conflict with the construction of the Centennial Corridor, Phase 4 Project. These facilities are located within a PG&E private easement and public right-of-way. PG&E will relocate the facilities, but the City is responsible for a portion of the relocation costs. In this particular case, the City is responsible for 78.11 percent of project cost, which is equal to \$724,008. PG&E is responsible for 21.89 percent of project costs, which is equal to \$202,900. Total relocation costs are estimated at \$926,908.

Before the City can submit the funding request to Caltrans to authorize the use of federal funds, this utility agreement needs to be approved and signed by PG&E and the City. City staff will be requesting federal funds for the construction of the Centennial Corridor, Phase 4 in the near future.

This proposed agreement is funded entirely with federal funds; therefore, there is no General Fund impact associated with this agreement.

ATTACHMENTS:

Description	Type
□ Utility Agreement	Agreement

District	County	Route	PM	EA
6	Kern	58 99	R50.5/R55.5 22.7/23.8	06-484604
Federal Aid No.		5109 (106)		
Owner's File		COB-10I-104A		

AGREEMENT NO. _____

UTILITY AGREEMENT

The City of Bakersfield hereinafter called "CITY" is responsible for the design and construction of the Centennial Mainline Project ("PROJECT" herein) located on State Route 99 (SR-99) between Ming Avenue and State Route 58 (SR-58) and west of State Route 58, between South Real Road and Truxtun Avenue. The project consists of realigning SR-58 through the Westpark community of west Bakersfield and connecting to Rosedale Highway via Westside Parkway, the project includes a collector distributor road on Southbound SR-99, and various roadway and drainage improvements on SR-99. Pacific Gas & Electric Company, 1918 H Street, Bakersfield, CA 93301, hereinafter called "OWNER" owns and maintains electrical facilities that are within the limits of CITY's project which require relocation to accommodate CITY's PROJECT.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. COB-10I-104A, dated September 15, 2018; OWNER shall relocate existing facilities to accommodate the City's Highway Project. All work shall be performed substantially in accordance OWNER's Plan No. 31393298 titled "CENTENNIAL CORRIDOR PHASE 2", dated June 5, 2018, consisting of 9 sheets, copies of which are on file in the Office of the Thomas Roads Improvement Program (TRIP) of the City of Bakersfield's Public Works Department at 1600 Truxtun Ave., Suite 300 in Bakersfield, CA 93301.

Deviations from the OWNER's plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's Plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the Revised Notice to Owner.

II. LIABILITY OF WORK

The existing facilities described in Section I above will be relocated at **78.11% CITY** expense and **21.89% Owner** expense in accordance with the City of Bakersfield Franchise Agreement at the following proration:

Liability percentage determine per the dollar weighted method:

Installed replacement cost of the existing facilities located within the project limits where PG&E has superior land rights is \$392,640.00.

DIVIDE BY

The total of the installed replacement cost for all the existing facilities within the project limits is \$502,660.00.

$$392,640/502,660 = 0.7811 \times 100 = 78.11\% \text{ City}$$

The total cost to perform this work is estimated to **Nine hundred twenty six thousand nine hundred and eight dollars (\$926,908.00) or (\$724,008.00 CITY, \$202,900.00 OWNER).**

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by City's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT OF WORK

The CITY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on

the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 360 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), CITY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the CITY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by CITY to comply with applicable laws, regulations, and ordinances, then CITY will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of CITY's request of March 4, 2015 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY's PROJECT which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of CITY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement."

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR

635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to CITY or FHWA upon request."

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

It is understood that said highway is a Federal aid highway and, accordingly, 23 CFR 645 and 23 U.S.C. 313, as applicable, is hereby incorporated into this Agreement by reference. However, OWNER represents and warrants that the non-domestic iron and steel materials used on this relocation do not exceed one-tenth of one percent (<0.1%) of this Utility Agreement amount, or \$2,500, whichever is greater.

To CITY:

Tel:

Email:

To OWNER:

Pacific Gas and Electric Company
1918 H Street
Bakersfield, CA 93301
Attn: Salvador Graciliano,
Land Agent
Email: SxGg@pge.com

Any Party from time to time, by notice to the other Party, given as set forth above, may change its address for purpose of receipt of any such Notice.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY":
CITY OF BAKERSFIELD

"OWNER":
**PACIFIC GAS AND ELECTRIC
COMPANY**

By: _____
KAREN GOH, Mayor

By: _____
Name: Aimee Crawford
Title: Director Land Management

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements n.

TO: Honorable Mayor and City Council
FROM: Jacquelyn R. Kitchen, Development Services Director
DATE: 10/3/2018
WARD: Ward 1
SUBJECT: Agreement with Bakersfield Senior Center, Inc. (\$85,000), for operational expenses at 530 4th Street.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

On June 20, 2018, the City Council approved the City of Bakersfield's Fiscal Year 2018-19 U. S. Department Housing Urban Development (HUD) Action Plan, which describes activities to be funded with the City's HUD entitlement grant funding. At that time, the City approved \$85,000 in Community Development Block Grant (CDBG) funding for Bakersfield Senior Center (BSC). The allowable expenses include employee salaries and benefits, professional fees, facility operational costs such as office supplies, utilities, maintenance, and food and supplies for serving congregant meals on site.

BSC has provided services to the seniors of Bakersfield for more than 43 years. Its mission is to encourage older adults to participate in a variety of volunteer activities and programs so they remain an integral part of the community. In addition, BSC continues to provide many services through the center to ensure the health and welfare of seniors.

The City has provided CDBG funds to BSC since 2002. By offering many free or low cost services, BSC has been an asset for the low to moderate-income senior citizens in our community. In trying to meet the increasing needs of the senior community, BSC has been met with increasing costs for operations and services. The City has provided funds through the CDBG program to augment BSC's costs.

ATTACHMENTS:

Description	Type
□ 2018-19 Bakersfield Senior Center Agreement	Agreement

AGREEMENT NO. _____

**BAKERSFIELD SENIOR CENTER
GRANT AGREEMENT FOR SERVICES ASSISTANCE**

THIS AGREEMENT is made and entered into on _____,
by and between the **CITY OF BAKERSFIELD**, a California charter city and
municipal corporation ("CITY" herein) and **BAKERSFIELD SENIOR CENTER, INC.**, a
California non-profit, public-benefit corporation ("CORPORATION" herein).

R E C I T A L S

WHEREAS, the Congress of the United States has enacted Title I of the
Housing and Community Development Act of 1974, and amendments (the
"Act"). The Act provides for Community Development Block Grants for eligible
activities; and

WHEREAS, CITY has submitted required documents to the Department of
Housing and Urban Development ("HUD") for receipt of a Community
Development Block Grant ("Grant") pursuant to the Act; and

WHEREAS, California Government Code Section 53703 authorizes cities to
participate in federally-funded health, welfare, public works, and community-
improvement programs, and empowers cities to contract with public and
private agencies; and

WHEREAS, CITY shall not be obligated to disburse, or pay to,
CORPORATION or any third party, any funds until and after CITY receives Grant
funds from the federal government; and

WHEREAS, CORPORATION operates a senior center with programs and
activities that serve low- and moderate-income senior citizens in the Bakersfield
area; and

WHEREAS, CORPORATION has requested assistance in increasing the level
of programs and activities; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding
available for a portion of the costs associated with certain activities as are
permitted by the Grant for senior citizens in the Bakersfield area; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on low- and moderate-income persons served to meet HUD's goals.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. NATIONAL OBJECTIVES. CORPORATION certifies that the activities carried out with funds provided under this AGREEMENT will meet the Grant program's National Objective -- principally benefit low/moderate income persons as defined in 24 CFR Part 570.208(a)(2)(A).

2. DEFINITIONS. Except as modified by the "Grant Agreement," to be entered into by CITY, CORPORATION, and HUD, any term defined in Title I of the Act, or the HUD Grant Fund Regulations at 24 CFR 570, shall have the same meaning in this Agreement.

2.1. "Program" means CITY's Community Development Program, and its administration.

2.2. "Activities" means noon-time meals, physical fitness programs, senior advocacy programs, human services referrals and transportation activities provided and/or facilitated by CORPORATION.

2.3. "Fiscal Year" means a twelve-month period between July 1 and June 30 to coincide with the CITY's budget year.

3. GRANT. It is expressly agreed and understood that the total amount granted by CITY to CORPORATION under this Agreement shall not exceed EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00). Such grant shall only be used to pay for services provided as set forth in **Schedule "A."** and in accordance with this Agreement.

3.1. Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, CITY or CORPORATION, at its option, may terminate this Agreement without any liability to the other. CORPORATION shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against CORPORATION if either terminates the Agreement, even if CORPORATION, CITY or any third party has detrimentally relied upon this Agreement.

3.1.1. CORPORATION shall conform to the "time frame" as set forth in **Schedule "A,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00).

3.2. **Scope Of Grant.** The scope of grant is set forth in **Schedule "A"** which is attached hereto and incorporated herein by reference as if set forth in full.

3.2.1. That portion of the scope of grant related to the operation of the senior center grant activities shall specifically comply with the requirements set forth in 24 CFR 570, 24, Subpart J; CFR 570.60, 24 Subpart K, 24 CFR Part 84; OMB Circular A-122; and OMB Circular A-133.

3.3. **Eligible Claims for Payment.** CITY agrees to pay eligible claims for payment to CORPORATION within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated CORPORATION official certifies the claim.

3.4. **Method of Payment.** CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.4.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.5. **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end September 30, 2019.

4. **CORPORATION'S OBLIGATIONS.** In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. **Laws and Regulations**

4.1.1. **Federal.** CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations

now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

4.1.2. California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

4.1.4. Indemnification. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an

occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All

policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.1.2. Cost Principles. CORPORATION shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations."

5.1.3. Documentation and Record Keeping.

5.1.3.1. Records to be Maintained. CORPORATION shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.3.1.1. Records providing a full description of each activity undertaken;

5.1.3.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

5.1.3.1.3. Records required to determine the eligibility of activities;

5.1.3.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance;

5.1.3.1.5. Records documenting compliance with the fair housing and equal opportunity components of the Grant program;

5.1.3.1.6. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84;

5.1.3.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.1.3.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the Future Use Restriction Period under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.3.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of

household, and disability status of clients. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Activity Beneficiary Report or alternative form approved by CITY (**Exhibit D**).

5.1.3.4. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement.

5.1.3.4.1. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(8) as applicable.

5.1.3.5. Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.

5.1.3.6. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits and, as applicable, OMB Circular A-133, "Single Audit".

5.2. Reports and Payment Procedures.

5.2.1. Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, CORPORATION may use such income during the Agreement period for activities permitted under this and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash

advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

5.2.2. Indirect Costs. If indirect costs are charged, CORPORATION will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

5.2.3. Progress Reports. CORPORATION shall submit regular Progress Reports to CITY in the form, content and frequency as required by CITY.

5.3. Personnel and Participant Conditions

5.3.1. Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, sex or physical handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Program funds. In addition, CDBG Program funds must be made available in accordance with the following:

5.3.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

5.3.1.2. Executive Order 11063 (Equal Opportunity in Housing).

5.3.1.3. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284 nondiscrimination and fair housing on federally assisted programs).

5.3.2. Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (Public Law 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.; and, facilities operated by CORPORATION under this Agreement shall comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 2010, under which CORPORATION will be monitored annually by CITY or designee.

5.3.3. Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5.3.4. Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

5.3.5. Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

5.3.6. Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.3.7. Small Business Concerns. This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable HUD regulations at 48 CFR, Part 19, and any applicable rules and orders of HUD requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total federally-funded purchases and contracts for property and services.

5.3.7.1. CORPORATION shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

5.3.8. Equitable Opportunity. CORPORATION shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. CORPORATION shall include the applicable "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with this Activity in amounts which may exceed \$10,000 except;

5.3.8.1. Contracts which are to be performed entirely outside the United States; and

5.3.8.2. Contracts for personal services.

5.3.8.3. Bidder mailing lists shall include established and potential qualified small-business concerns;

5.3.8.4. CORPORATION shall send invitations for bids, or request for proposals, to all firms on the appropriate mailing list which shall include an appropriate number of small businesses;

5.3.8.5. CORPORATION shall publicize proposed procurement and contract awards in accordance with these policies;

5.3.8.6. CORPORATION shall divide procurement of property and services into reasonably small lots (not less than economic production runs) to permit bidding on quantities less than the total requirements;

5.3.8.7. CORPORATION shall allow the maximum amount of time practical for preparation and submission of bid and proposals;

5.3.8.8. CORPORATION shall establish realistic delivery schedules to encourage small business participation;

5.3.8.9. CORPORATION shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined;

5.3.8.10. CORPORATION shall treat equal low bids in accordance with 48 CFR Subpart 14.408-1;

5.3.8.11. CORPORATION shall encourage subcontracting to enroll small businesses.

5.3.8.12. CORPORATION shall place small purchases (amounts under \$25,000) with small businesses whenever appropriate;

5.3.8.13. CORPORATION shall refer small businesses seeking federal contracts, but lacking qualifications as contractors, to CITY and the Small Business Administration for assistance as may be appropriate;

5.3.8.14. CORPORATION shall refer offers from small business concerns otherwise qualified, to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Acts, to City and Small Business Administration for possible certification of eligibility to receive and perform the contract;

5.3.8.15. To the extent practicable, CORPORATION shall place work to be performed, which exceeds the maximum amount of any contract for which a surety may be guaranteed against loss, so that more than one small-business concern may perform the work; and

5.3.8.16. The Small Business Administration may certify a small business, otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible, to be competent under the provisions of the Small Business Act.

5.3.9. Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

5.3.9.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

5.3.9.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

5.3.10. Use of Grant Funds for Religious Purpose. CORPORATION shall permit no CDBG funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

5.3.11. Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the CDBG Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement and the requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR 60 .

5.3.12. Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

5.3.13. Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.3.13.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

5.3.14. Drug-Free Workplace Act of 1988. CORPORATION, in executing this, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

5.4. Environmental Conditions.

5.4.1. Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in obtaining HUD approval or in the CEQA review procedures shall extend the estimated work completion time frame.

5.4.2. Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.

5.4.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

5.4.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

5.4.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

5.4.3. Relocation Assistance and Acquisition Policies. This Agreement is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601), and the HUD implementing regulations.

5.4.4. Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

5.4.5. Historic Preservation. CORPORATION shall take into account the effect of the Project on any corporation, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

6. CITY's OBLIGATIONS.

6.1. Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

7. CITY'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION

pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

7.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

8. MISCELLANEOUS.

8.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

8.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by CITY Council and signed by all the parties.

8.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

8.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

8.6. Termination of Agreement. CITY reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

8.7. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

City Clerk
City of Bakersfield
1600 Truxtun Ave.
Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

President of the Board
Bakersfield Senior Center, Inc.
530 4th Street
Bakersfield, California, 93304

8.8. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

8.9. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

8.10. Negation of Partnership. CITY shall not become or be deemed a partner or joint venturer with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer or employee of CITY.

8.11. Conflicts of Interest. CORPORATION stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

8.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 77-0013149.

"CORPORATION" is a corporation? Yes X No .

(Please check one.)

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"

"CORPORATION"

CITY OF BAKERSFIELD

BAKERSFIELD SENIOR CENTER, INC.

By: _____
KAREN K. GOH
Mayor

By: _____
President of the Board of
Directors

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Development Services Director

COUNTERSIGNED:

By: _____
NELSON K. SMITH
Finance Director

SCHEDULE "A"

Community Development Block Grant Bakersfield Senior Center, Inc.

Purpose

The Bakersfield Senior Center (BSC), a 501 (c)(3) nonprofit corporation located at 530 4th Street, Bakersfield, California, provides a variety of services including but not limited to recreational, social, educational, and vocational training activities primarily for low income senior citizens of the Greater Bakersfield Area. In most cases, these services are provided at no cost to the seniors, with BSC bearing the responsibility to pay for the activities through its various fund-raising ventures. Recent increases in utility rates and the decline in operating revenue of the facility leaves BSC in need of assistance to continue providing services to the senior citizen community. This trend is expected to continue into the future.

Description

BSC will receive up to \$85,000.00 in FY 2018-19 Community Development Block Grant (CDBG) funds to continue to provide important services to the senior citizen community in Greater Bakersfield. The costs of CDBG eligible expenses are as follows: 1) employee salaries and benefits; 2) professional fees; and 3) facility operational costs such as office supplies, utilities, maintenance, and food and supplies for congregant meals served on-site.

BSC shall submit documentation of expenses to be reimbursed at time payment is requested under this Agreement. A certification that all financial obligations are met and services are being provided to the senior citizens shall be signed and submitted with each payment request.

Time Frame

All funds granted to BSC shall be completely expended within the term of the Agreement.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Economic and Community Development Department not to exceed **one invoice package per month** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2018 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Community Development Division
City of Bakersfield
1715 Chester Avenue, 2nd Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and,

1.5.9 The invoice shall include a calculation of CDBG-eligible programs and activities as a percentage of all programs and activities provided at the senior center. Only the CDBG-eligible share of costs is qualified for reimbursement under this agreement.

1.6 The following items will **not** be allowed:

1.6.1 Late fees, Gambling Debts, Debts of Board Members, Invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and Corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation Payment Request.

1.8 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. BUDGET CLAUSE.

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.

The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.

The Corporation agrees it shall return any audit disallowances funding to City.

Read and Agreed By: _____

Corporation Name: _____

Date: _____

**CORPORATION
PAYMENT REQUEST**

Grant Funding: Encircle grant type **CDBG / ESG**

Grant Agreement No.

Purchase Order No.

Payment No.

To: City of Bakersfield
Attn: Community Development Division
Address: 1701 Chester Ave., 2nd Floor
Bakersfield, CA 93301

From: Corporation

Mailing Address:

Grant Agreement Award Amount: \$ 85,000

Reimbursement Requested \$ _____

Program Income from ESG/CDBG \$ _____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative

Date

Corporation Representative Name (Printed)

**CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM**

Name of Corporation:

Address of Corporation:

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

President of the Board

Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Bakersfield Senior Center, Inc.

President of the Board

Dated: _____

EXHIBIT "D"

ACTIVITY BENEFICIARY REPORT

Facility Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of- Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICITY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native AND White		
Black or African American			Asian AND White		
Asian			Black or African American AND White		
American Indian or Alaskan Native			American Indian or Alaskan Native AND Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

Comments:



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements o.

TO: Honorable Mayor and City Council

FROM: Art Chianello, Water Resources Manager

DATE: 10/26/2018

WARD:

SUBJECT: Memorandum of understanding with North Kern Water Storage District, Buena Vista Water Storage District, Kern County Water Agency, and Kern Delta Water District regarding cooperation and cost sharing associated with Isabella Dam Repairs.

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the Water Resources Manager to sign the memorandum of understanding.

BACKGROUND:

Since 2006, the U.S. Army Corps of Engineers (USACE) has ordered that the water storage behind Isabella dam be reduced by approximately 36 percent. This reduction was in response to several issues observed by the USACE, such as emergency spillway capacity not meeting current standards, potential seismic stability concerns and potential seepage and drainage concerns at the auxiliary dam. To address these problems, the USACE completed design and awarded a contract to have these issues repaired. Construction repairs are underway and will be completed in 2022.

The City of Bakersfield, North Kern Water Storage District, Buena Vista Water Storage District, Kern County Water Agency, and Kern Delta Water District (collectively known as the Kern River Interests) have water storage rights by contract. These storage rights carry contractual requirements among the Kern River Interest to collectively pay 21.7 percent of the annual operation and maintenance costs of Isabella dam. Since 1976, the City's portion has been 7.4 percent.

After repairs are completed in 2022, the cost sharing among Kern River Interests will be modified to include the existing operation and maintenance costs of 21.7 percent plus a small percentage of the final repair costs. Collectively, this percentage will be an additional 3.3 percent, with the City's portion being 1.1 percent. The additional cost to the City is estimated to be approximately \$150,000 per year.

This item was brought to the City's Water Board on June 13, 2018, and again October 10, 2018.

At the October meeting, the Water Board approved staff bringing this item to City Council.

The memorandum of understanding is the simplest approach to provide clarity and consensus among the Kern River Interests that cost sharing will continue as historically been done. All of the Kern River Interests have brought this document to their respective boards for review and signature. All parties have signed the memorandum of understanding. Staff recommends the City Council give authority to Water Resources Manager to sign the memorandum of understanding.

ATTACHMENTS:

Description	Type
▣ Memorandum of Understanding	Exhibit

June 2018 Memorandum of Understanding

Regarding The Contract For Repayment of Funds Expended For Federally Performed Isabella Dam Safety Modification Project

This Memorandum of Understanding states the mutual understanding and desires of the signatories identified below (hereinafter Parties):

1. Parties intend to negotiate and execute an agreement (Contract For Repayment of Funds Expended For Federally Performed Isabella Dam Safety Modification Project) with the United States of America (acting through the Department of the Interior, Bureau of Reclamation) to provide for the repayment of reimbursable costs required to be paid by the Parties pursuant to the Safety of Dam Act (SOD) and other Federal laws in order to construct safety modifications authorized to be completed at Isabella Dam and Reservoir, Kern County, California.
2. The Parties expect that the repayment of the reimbursable costs paid to the United States by North Kern Water Storage District and Buena Vista Water Storage District under the repayment contract will in turn be allocated and reimbursed among all the Parties in a manner consistent with the Parties existing agreements and procedures relating to Isabella Dam and Reservoir, unless the Parties mutually agree to a new or revised agreement providing for such reimbursements.
3. The Parties acknowledge that time is of the essence and therefore they will cooperate to confirm the terms and procedures for the repayment of the reimbursable costs paid to the United States in advance of the execution of the repayment contract with the United States.
4. The Parties agree that the Kern River Water Master and his legal counsel may assist the Parties in confirming the terms and procedures and any necessary further agreements mutually agreed to by the Parties providing for the repayment of the reimbursable costs to the United States.
5. The Parties agree that this Memorandum of Understanding does not amend, modify or otherwise alter Contract No. 14-06-200-1360A between the United States and North Kern Water Storage District, Buena Vista Water Storage District, Tulare Lake Basin Water Storage District, Hacienda Water District, dated October 23, 1964.
6. This Memorandum of Understanding is not a legally binding contract or agreement between the Parties but merely a statement of the Parties mutual intentions.

Dated: June 19, 2018

North Kern Water Storage District
Richard A. Diamond

Buena Vista Water Storage District
Timothy Ashlock

City of Bakersfield
Art Chianello

Kern County Water Agency
Curtis Creel

Kern Delta Water District
L. Mark Mulkay



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements p.

TO: Honorable Mayor and City Council

FROM: Jacquelyn R. Kitchen, Development Services Director

DATE: 10/3/2018

WARD:

SUBJECT: Approval of Fiscal Year 2018-19 Emergency Solutions Grant (ESG) agreements:

1. Bethany Services/Bakersfield Homeless Center (\$63,363) for ESG funds to provide emergency shelter services at 1600 East Truxtun Avenue;
2. The Mission at Kern County (\$63,363) for ESG funds to support emergency shelter activities at 816 East 21st Street;
3. Alliance Against Family Violence and Sexual Assault (\$26,500) for ESG funds to support emergency shelter services administered at 1921 19th Street;
4. Flood Bakersfield Ministries (\$22,982) for ESG funds for street outreach services administered at 601 24th Street; and
5. Bethany Services/Bakersfield Homeless Center (\$95,446) for ESG funds to provide rapid re-housing program services administered at 1600 East Truxtun Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

On June 20, 2018, the City Council approved the City of Bakersfield's Fiscal Year 2018-19 U. S. Department of Housing and Urban Development (HUD) Action Plan, which describes activities to be funded with the City's HUD entitlement grant funding. At that time, The City approved Emergency Solutions Grant (ESG) funding and Community Development Block Grant (CDBG) funding to the following organizations to assist in emergency shelter and homeless prevention activities (please note that an additional \$71,072 in CDBG street outreach funding for Flood Ministries was previously approved by City Council on September 5, 2018):

Emergency Shelter

- Bethany Services/Bakersfield Homeless Center (\$63,363);

- The Mission at Kern County (\$63,363);
- Alliance Against Family Violence and Sexual Assault (\$26,500) ESG;

Street Outreach

- Flood Bakersfield Ministries – street outreach (\$22,982); and

Rapid Re-Housing

- Bethany Services/Bakersfield Homeless Center – rapid re-housing (\$95,446).

The above mentioned service providers have nearly 150 years of combined experience in providing emergency shelter and homeless prevention operations. These organizations benefit the community by offering various assistance, programs, and activities which range from: connecting homeless individuals with benefits and services to assist in exiting homelessness (street outreach); operating 24-hour facilities to care for and house homeless individuals, sheltering those who have been victims of domestic violence and helping homeless families transition to stable, self-sufficient living (emergency shelter); and quickly re-housing families that have recently lost access to permanent housing in order to prevent homelessness (rapid re-housing).

ATTACHMENTS:

Description	Type
▢ 2018-19 Alliance Agreement	Agreement
▢ 2018-19 BHC Shelter Agreement	Agreement
▢ 2018-19 BHC Rapid Rehousing Agreement	Agreement
▢ 2018-19 Mission Shelter Agreement	Agreement
▢ 2018-19 Flood Agreement (ESG)	Cover Memo

AGREEMENT NO. _____

**BETHANY SERVICES/ALLIANCE AGAINST FAMILY VIOLENCE AND SEXUAL ASSAULT
AGREEMENT FOR EMERGENCY SOLUTIONS GRANT**

THIS AGREEMENT is made on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY") and **BETHANY SERVICES/ALLIANCE AGAINST FAMILY VIOLENCE AND SEXUAL ASSAULT CENTER**, a California Non-Profit Public Benefit Corporation ("CORPORATION").

R E C I T A L S

WHEREAS, the Congress of the United States enacted the McKinney-Vento Homeless Assistance Act, 42 USC 11301 (1988), as amended in 42 USC 11362 and as amended by S.896 in 42 USC 11371 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 ("the Act") to provide urgently needed assistance to protect and improve the living and safety of the homeless population; and

WHEREAS, Subtitle B of Title IV of the Act authorized the Emergency Solutions Grants Program, authorizing the Department of Housing and Urban Development ("HUD") to make grants to units of general local government for the rehabilitation or conversion of buildings for use as emergency shelters for the homeless, and for the payment of certain operating and essential service expenses in connection with emergency shelter for the homeless and for homeless prevention activities; and

WHEREAS, the President of the United States signed the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) on May 20, 2009, amending and reauthorizing the McKinney-Vento Homelessness Assistance Act, and changing the name of the program to the Emergency Solutions Grant ("ESG") Program; and

WHEREAS, the President of the United States signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act on July 6, 2012, making technical corrections to HEARTH; and

WHEREAS, CITY has submitted required documents to the Department of Housing and Urban Development ("HUD") for receipt of an Emergency Solutions Grant ("Grant") and CITY was awarded a Grant; and

WHEREAS, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grants funding from the federal government; and

WHEREAS, CORPORATION operates a comprehensive program of shelter and services designed to help homeless men, women and children and desires to carry out ESG eligible activities; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the Bakersfield area; and

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals; and

WHEREAS, HUD requires homeless providers who receive ESG funds to participate in preparing policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons; and

WHEREAS, CORPORATION is participating in a local CoC and covered by a CoC which has implemented a discharge plan, therefore CORPORATION will participate in the Discharge Plan using the discharge plan for the purpose of meeting HUD's standards; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. DEFINITIONS. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, HCD Act, HEARTH, ESG Program regulations at 24 CFR 576.1 et. seq. or CDBG Program regulations at 24 CFR 570 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Community Development Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG Program, as more fully described in Schedule "A" attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 24 CFR 84.2 shall mean: "[Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in section 84.24(e) and (h)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in HUD regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them."

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean: Individuals and/or families which lacks a fixed, regular, and adequate nighttime residence; or An individual or family which has a primary nighttime residence that is a supervised publicly or privately operated emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided; or

1.6.1 An individual and/or family who will imminently lose their primary nighttime residence;

1.6.2 Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise

qualify as homeless under this definition; and,

1.6.3 Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit a homeless family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "Emergency Shelter" as defined in 24 CFR 576.3, means "any facility, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless."

1.9 "Essential Services" as defined in 24 CFR 576.3, shall include "services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

1.9.1 Assistance in obtaining permanent housing;

1.9.2 Medical and psychological counseling and supervision;

1.9.3 Employment counseling;

1.9.4 Nutritional counseling;

1.9.5 Substance abuse treatment and counseling;

1.9.6 Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance;

Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps;

1.9.7 Other services such as child care; transportation, job placement and job training; and

1.9.8 Staff salaries necessary to provide the above services.

2. SCOPE OF WORK. CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached and incorporated by reference as if set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency solutions grant activities shall specifically comply with the requirements set forth in 24 CFR 576. et seq.

3. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed TWENTY SIX THOUSAND, FIVE HUNDRED DOLLARS (\$26,500) of Emergency Solutions Grant funds.

3.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than TWENTY SIX THOUSAND, FIVE HUNDRED DOLLARS (\$26,500).

3.2 Method of Payment.

3.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per

task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.2.2 Homeless Prevention Activities. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment". CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also provide copies of receipts, invoices or other documentation as appropriate to substantiate claim for payment of Homeless Prevention Activities.

3.2.2.1. For ESG all amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b).

3.2.3 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end January 1, 2020.

3.2.4 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

3.2.4.1. The data which includes the numbers served and amount of funding used per client must be entered into the system and provided to the City on a Quarterly Basis beginning December 30, 2018 with an initial performance report, thereafter March 31, 2019, June 30, 2019, September 30, 2019, and quarterly thereafter until the funding is fully expended.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1 Laws and Regulations

4.1.1.1. Federal. CORPORATION shall obey the Act and HCD Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act and HCD Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the ESG Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program and CDBG program.

4.1.1.2. CORPORATION shall provide and utilize matching funds as required under the ESG Program regulations at 24 CFR 576.51. Such matching funds shall not have been committed to the ESG Program in any agreement

entered into by CORPORATION before the date of the HUD approval of CITY's application for ESG funds.

4.1.1.3. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

4.1.1.3.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

4.1.1.3.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

4.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

4.1.4 Indemnity. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5 Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.3. Provide products and completed operations coverage.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no

event less than A-VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG Grant and HCD Grant eligible activities for a one-year period which begins upon the execution of this Agreement.

6. ADMINISTRATIVE REQUIREMENTS.

6.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 24 CFR Part 84 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit

organizations.

6.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

6.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request.

6.2 CORPORATION further agrees to maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the CDBG activities to be funded under this Agreement. Such records include, but are not limited to:

6.2.1 Records providing a full description of each activity undertaken;

6.2.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

6.2.3 Records required to determine the eligibility of activities;

6.2.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance;

6.2.5 Records documenting compliance with the fair housing and equal opportunity components of the Grant program;

6.2.6 Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84;

6.2.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.

6.3 **Close-Outs.** CORPORATION's obligation to CITY shall not end until all

close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

6.4 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning sub-recipient audits and, as applicable, 24 CFR Part 84 and OMB Circular A-133, "Single Audit."

6.5 Reports and Payment Procedures.

6.5.1 Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 84.2 generated by activities carried out with ESG Program funds as defined at 24 CFR 570.500(a), made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 84.2. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

6.6 Personnel and Participant Conditions.

6.6.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG Program funds. In addition, ESG Program funds must be made available in accordance with the following:

6.6.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

6.6.1.2. Executive Order 11063 (Equal Opportunity in Housing).

6.6.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284) nondiscrimination and fair housing on

federally assisted programs).

6.6.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

6.7 Rehabilitation Act of 1973 and Americans with Disabilities Act.

This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

6.8 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.9 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

6.10 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

6.11 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.12 Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

6.12.1.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such

regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3,5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

6.12.1.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

6.13 Use of Grant Funds for Religious Purpose. CORPORATION shall permit no ESG Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

6.14 Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG Program or CDBG Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

6.14.1.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

6.15 Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

6.16 Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or

cooperative agreement.

6.16.1.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

6.17 Drug-Free Workplace Act of 1988. CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

6.18 Environmental Conditions.

6.18.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

6.18.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

6.18.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

6.18.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

6.18.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the

Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

6.18.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

6.18.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

6.18.5 Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and its implementing regulations at 24 CFR Part 35.

7. CITY's OBLIGATIONS.

7.1 Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

8. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

8.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

8.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

8.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

8.4 CORPORATION shall undertake to insure all subcontracts let in the

performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

9. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

9.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. MISCELLANEOUS.

10.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10.2 Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

10.3 Merger And Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

10.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

10.5 Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

10.6 Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

10.7 Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, CA 93301

or directed to the CORPORATION, addressed to:

Executive Director
Bethany Services/Alliance Against Family Violence and Sexual Assault
1600 E Truxtun Avenue
Bakersfield, CA 93305

10.8 Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

10.9 Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10.10 Non-Interest. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

10.11 Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-3604240.

"CORPORATION" is a corporation? Yes X No .
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CORPORATION"
**BETHANY SERVICES/ALLIANCE
AGAINST FAMILY VIOLENCE
AND SEXUAL ASSAULT**

By: _____
KAREN K. GOH
Mayor

By: _____
LOUIS B. GILL
Executive Director

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Development Services Director

APPROVED AS TO FORM
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT/COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BETHANY SERVICES/ALLIANCE AGAINST FAMILY VIOLENCE AND SEXUAL ASSAULT

Purpose of Project

Bethany Services/Alliance Against Family Violence and Sexual Assault (AAFV) will continue to implement Emergency Solutions Grant and Community Development Block Grant eligible services (of Maintenance and Operating Activities) to provide safe, sanitary shelter, supportive services and other assistance.

Description

ESG grant funding will be used by AAFV for the eligible activity:

1. Payment of costs related to maintenance and operation, and
2. Payment of costs related to essential services.

Operation and Maintenance:

AAFV will meet costs of operation and maintenance, including but not limited to such items as payment of water, sanitation collection, electricity, telephone, and janitorial and maintenance costs, postage, office supplies, insurance costs, printing costs, occupancy products, security, repair costs, and building and grounds supplies.

The total amount of ESG funds expended to meet these operation and maintenance costs shall not exceed TWENTY SIX THOUSAND, FIVE HUNDRED DOLLARS (\$26,500).

Essential Services:

AAFV will meet costs of staffing, including but not limited to such persons as Residential Aides with no more than 10% of ESG grant to be spent on Essential Services.

Limitations

No more than 10% of the maintenance and operations grant monies shall be used to pay administrative costs not directly related to provision of services.

Time frame

All funds granted to AAFV shall be completely expended within the term of the Agreement. All ESG match requirements in the form of funds and/or in-kind donations will take place concurrently with ESG expenditures.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department **not** to exceed ***one invoice package per month*** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2018 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will **not** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 For the Emergency Shelter Grant program, matching is required dollar for dollar. This may be in the form of documentation evidencing payment of invoices other than those submitted for payment through this grant or by volunteer hours. Matching dollars shall include totals and support documentation. Volunteer hours are currently matched and calculated at \$10.00 per hour donated. For Community Development Block Grant program matching is not required at this time.

1.8 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.9 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. BUDGET CLAUSE.

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.

The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.

The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Executive Director

Corporation Name: _____

Date: _____

**CORPORATION
PAYMENT REQUEST**

Grant Funding: _____ Encircle grant type **CDBG / ESG**

Grant Agreement No. _____

Purchase Order No. _____

Payment No. _____

To: _____
Attn: _____
Address: _____
City of Bakersfield
Economic and Community Development
1600 Truxtun Ave., Suite 300
Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____

Grant Agreement Award Amount: \$26,500_____

Reimbursement Requested \$_____

Program Income from ESG/CDBG \$_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative

Date

Corporation Representative Name (Printed)

**CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM**

Name of Corporation:

Address of Corporation:

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executive Director

Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Bethany Services/Alliance Against Family Violence
And Sexual Assault
Executive Director

Dated: _____

AGREEMENT NO. _____

**BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER
AGREEMENT FOR EMERGENCY SOLUTIONS GRANT**

THIS AGREEMENT is made on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY") and **BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER**, a California Non-Profit Public Benefit Corporation ("CORPORATION").

R E C I T A L S

WHEREAS, the Congress of the United States enacted the McKinney-Vento Homeless Assistance Act, 42 USC 11301 (1988), as amended in 42 USC 11362 ("the Act") to provide urgently needed assistance to protect and improve the living and safety of the homeless population; and

WHEREAS, Subtitle B of Title IV of the Act authorized the Emergency Shelter Grants Program, authorizing the Department of Housing and Urban Development ("HUD") to make grants to units of general local government for the rehabilitation or conversion of buildings for use as emergency shelters for the homeless, and for the payment of certain operating and essential service expenses in connection with emergency shelter for the homeless and for homeless prevention activities; and

WHEREAS, the President of the United States signed the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) on May 20, 2009, amending and reauthorizing the McKinney-Vento Homelessness Assistance Act, and changing the name of the program to the Emergency Solutions Grant ("ESG") Program; and

WHEREAS, the President of the United States signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act on July 6, 2012, making technical corrections to HEARTH; and

WHEREAS, CITY has submitted required documents to the Department of Housing and Urban Development ("HUD") for receipt of an Emergency Shelter Grant ("Grant") and CITY was awarded a Grant; and

WHEREAS, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant funds from the federal government; and

WHEREAS, CORPORATION operates a comprehensive program of shelter and services designed to help homeless men, women and children and desires to carry out ESG eligible activities; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the Bakersfield area; and

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals; and

WHEREAS, HUD requires homeless providers who receive ESG funds to participate in preparing policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons; and

WHEREAS, CORPORATION is participating in a local CoC and covered by a CoC which has implemented a discharge plan, therefore CORPORATION will participate in the Discharge Plan using the discharge plan for the purpose of meeting HUD's standards; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. DEFINITIONS. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Community Development Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG Program, as more fully described in Schedule "A" attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 24 CFR 84.2 shall mean: "[Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in section 84.24(e) and (h)). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in HUD regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them."

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but

not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit a homeless family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "Emergency Shelter" as defined in 24 CFR 576.3, means "any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless."

1.9 "Essential Services" as defined in 24 CFR 576.3, shall include "services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

1.9.1 Assistance in obtaining permanent housing;

1.9.2 Medical and psychological counseling and supervision;

1.9.3 Employment counseling;

1.9.4 Nutritional counseling;

1.9.5 Substance abuse treatment and counseling;

1.9.6 Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance; Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps;

1.9.7 Other services such as child care; transportation, job placement and job training; and

1.9.8 Staff salaries necessary to provide the above services.

2. SCOPE OF WORK. CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached and incorporated by reference as if set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency shelter grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed SIXTY THREE THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS AND NO CENTS (\$63,363).

3.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than SIXTY THREE THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS AND NO CENTS (\$63,363).

3.2 Method of Payment.

3.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.2.2 Homeless Prevention Activities. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment". CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for

which CORPORATION claims reimbursement. CORPORATION shall also provide copies of receipts, invoices or other documentation as appropriate to substantiate claim for payment of Homeless Prevention Activities.

3.2.2.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.2.3 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end January 1, 2020.

3.2.4 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

3.2.4.1. The data which includes the numbers served and amount of funding used per client must be entered into the system and provided to the City on a Quarterly Basis beginning December 30, 2018 with an initial performance report, thereafter March 31, 2019, June 30, 2019, September 30, 2019, and quarterly thereafter until the funding is fully expended.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1 Laws and Regulations

4.1.1.1. Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

4.1.1.2. CORPORATION shall provide and utilize matching funds as required under the ESG Program regulations at 24 CFR 576.51. Such matching funds shall not have been committed to the ESG Program in any agreement entered into by CORPORATION before the date of the HUD approval of CITY's application for ESG funds.

4.1.1.3. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established

by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

4.1.1.3.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

4.1.1.3.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

4.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

4.1.4 Indemnity. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5 Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired

autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.3. Provide products and completed operations coverage.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice

of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG Grant eligible activities for a one-year period which begins upon the execution of this Agreement.

6. ADMINISTRATIVE REQUIREMENTS.

6.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 24 CFR Part 84 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

6.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by

CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

6.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request

6.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

6.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 24 CFR Part 84.

6.4 Reports and Payment Procedures.

6.4.1 Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 84.2 generated by activities carried out with ESG Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 84.2. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

6.5 Personnel and Participant Conditions.

6.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of

race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG Program funds. In addition, ESG Program funds must be made available in accordance with the following:

6.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

6.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

6.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

6.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

6.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act.

This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

6.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9.

That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.5.4 Equal Employment Opportunity (Non-discrimination Clause).

CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

6.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

6.6.1 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.6.2 Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to

the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

6.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

6.6.2.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

6.6.3 Use of Grant Funds for Religious Purpose. CORPORATION shall permit no ESG Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

6.6.4 Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

6.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

6.6.5 Political Activity. CORPORATION shall expend no Grant funds to

finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

6.6.6 Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

6.7 Drug-Free Workplace Act of 1988. CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

6.8 Environmental Conditions.

6.8.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

6.8.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

6.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air

Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

6.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

6.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

6.8.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

6.8.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

6.8.5 Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and its implementing regulations at 24 CFR Part 35.

7. CITY's OBLIGATIONS.

7.1 Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

8. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

8.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

8.2 CORPORATION shall cause all of the provisions of this Agreement in its

entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

8.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

8.4 CORPORATION shall undertake to insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

9. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

9.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. MISCELLANEOUS.

10.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10.2 Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

10.3 Merger And Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be

introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

10.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

10.5 Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

10.6 Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

10.7 Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, CA 93301

or directed to the CORPORATION, addressed to:

Executive Director
Bethany Services/Bakersfield Homeless Center
1600 E Truxtun Avenue

10.8 Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

10.9 Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10.10 Non-Interest. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

10.11 Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-2858936.

"CORPORATION" is a corporation? Yes X No ____.
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CORPORATION"
**BETHANY SERVICES/
BAKERSFIELD HOMELESS CENTER**

By: _____
KAREN K. GOH
Mayor

By: _____
LOUIS B. GILL
Executive Director

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Development Services Director

APPROVED AS TO FORM
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT PROGRAM BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER

Purpose of Project

Bethany Services/Bakersfield Homeless Center (BHC) will continue to implement Emergency Solutions Grant eligible services (Maintenance and Operating Activities) to provide safe, sanitary shelter, supportive services and other assistance.

Description

ESG grant funding will be used by BHC for the eligible activity:

1. Payment of maintenance and operation.

Operation and Maintenance

BHC will meet costs of operation and maintenance, including but not limited to such items as payment of water, sanitation collection, electricity, telephone, and janitorial and maintenance costs, postage, office supplies, insurance costs, printing costs, occupancy products, security, repair costs, and building and grounds supplies.

Essential Services:

BHC will meet costs of staffing, including but not limited to such persons as Residential Aides with no more than 10% of ESG grant to be spent on Essential Services. The total amount of ESG funds expended to meet these operation and maintenance costs shall not exceed SIXTY THREE THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS AND NO CENTS (\$63,363).

Limitations

No more than 10% of the maintenance and operations grant monies shall be used to pay staff costs.

Time frame

All funds granted to BHC shall be completely expended within the term of the Agreement. All match requirements in the form of funds and/or in-kind donations will take place concurrently with ESG expenditures.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department **not** to exceed ***one invoice package per month*** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2018 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will **not** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 For the Emergency Shelter Grant program, matching is required dollar for dollar. This may be in the form of documentation evidencing payment of invoices other than those submitted for payment through this grant or by volunteer hours. Matching dollars shall include totals and support documentation. Volunteer hours are currently matched and calculated at \$10.00 per hour donated. For Community Development Block Grant program matching is not required at this time.

1.8 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.9 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. BUDGET CLAUSE.

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.

The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.

The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Executive Director

Corporation Name: _____

Date: _____

CORPORATION PAYMENT REQUEST

Grant Funding:	Encircle grant type	CDBG / ESG

Grant Agreement No.	Purchase Order No.	Payment No.
---------------------	--------------------	-------------

To:	City of Bakersfield
Attn:	Community Development
Address:	1715 Chester Avenue, Second Floor Bakersfield, CA 93301
From: Corporation	_____
Mailing Address:	_____ _____

Grant Agreement Award Amount: \$_____

Reimbursement Requested \$_____

Program Income from ESG/CDBG \$_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative

Date

Corporation Representative Name (Printed)

**CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM**

Name of Corporation:

Address of Corporation:

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executive Director

Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Bethany Services/Bakersfield Homeless Center
Executive Director

Dated: _____

AGREEMENT NO. _____

**BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER
AGREEMENT FOR RAPID RE-HOUSING PROGRAM SERVICES**

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER**, a California Non-Profit Public Benefit Corporation ("CORPORATION").

R E C I T A L S

WHEREAS, the CITY issued a Notice of Funding Availability and CORPORATION has submitted a proposal concerning provision of services for Rapid Re-Housing in accordance with the Emergency Solutions Grant Program as amended by Homeless Emergency Assistance & Rapid Transition to Housing (HEARTH) Act of 2009; and

WHEREAS, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant funds from the federal government; and

WHEREAS, the CITY does not have expertise currently on staff to provide the Rapid Re-Housing services; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in Rapid Re-Housing services; and

WHEREAS, CORPORATION is required and does currently have errors and omissions insurance which will protect the City of Bakersfield in the event of professional errors or omissions by the CORPORATION; and

WHEREAS, CORPORATION is aware that information may come into CORPORATION's possession which may impact the CITY's legal position in the event such information was released to outside parties,

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the Bakersfield area; and

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. DEFINITIONS. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, HEARTH or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Community Development Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG Program, as more fully described in Schedule "A" attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 24 CFR 84.2 shall mean: "[Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in section 84.24(e) and (h)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in HUD regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them."

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit a homeless family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "Emergency Shelter" as defined in 24 CFR 576.3, means "any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless."

1.9 "Essential Services" as defined in 24 CFR 576.3, shall include "services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

1.9.1 Assistance in obtaining permanent housing;

1.9.2 Medical and psychological counseling and supervision;

1.9.3 Employment counseling;

1.9.4 Nutritional counseling;

1.9.5 Substance abuse treatment and counseling;

1.9.6 Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance; Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps;

1.9.7 Other services such as child care; transportation, job placement and job training; and

1.9.8 Staff salaries necessary to provide the above services.

2. SCOPE OF WORK. The scope of work is described as:

The provision of Rapid Re-Housing services and activities to support household recently experience homelessness as defined by the ESG program. CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached and incorporated by reference as if set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency shelter grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall consist of a total payment of an amount not to exceed NINETY FIVE THOUSAND, FOUR HUNDRED AND FORTY SIX DOLLARS AND NO CENTS (\$95,446). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

4. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed NINETY FIVE THOUSAND, FOUR HUNDRED AND FORTY SIX DOLLARS AND NO CENTS (\$95,446).

5. PAYMENT PROCEDURE. CORPORATION shall be paid for services rendered

after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

5.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

5.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than NINETY FIVE THOUSAND, FOUR HUNDRED AND FORTY SIX DOLLARS AND NO CENTS (\$95,446).

5.2 Method of Payment.

5.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

5.2.2 Homeless Prevention Activities. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment". CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also provide copies of receipts, invoices or other documentation as appropriate to substantiate claim for payment of Homeless Prevention Activities.

5.2.2.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail

5.2.3 Term. The term of this Agreement shall begin upon execution of

this agreement by all parties and end January 1, 2020.

5.2.4 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

5.2.4.1. The data which includes the numbers served and amount of funding used per client must be entered into the system and provided to the City on a Quarterly Basis beginning December 30, 2018 with an initial performance report, thereafter March 31, 2019, June 30, 2019, September 30, 2019, and quarterly thereafter until the funding is fully expended.

6. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

6.1 Laws and Regulations

6.1.1.1. Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

6.1.1.2. CORPORATION shall provide and utilize matching funds as required under the ESG Program regulations at 24 CFR 576.51. Such matching funds shall not have been committed to the ESG Program in any agreement entered into by CORPORATION before the date of the HUD approval of CITY's application for ESG funds.

6.1.1.3. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

6.1.1.3.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

6.1.1.3.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-

Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

6.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

6.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

6.1.4 Indemnity. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

6.1.5 Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

6.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

6.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

6.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

6.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

6.1.5.2.2. Contain an additional insured endorsement in favor of

CITY, its mayor, council, officers, agents, employees and volunteers.

6.1.5.2.3. Provide products and completed operations coverage.

6.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

6.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

6.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

6.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

6.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

6.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

6.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

6.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

6.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

6.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the “basic insurance requirements” set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

7. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG Grant eligible activities for a one-year period which begins upon the execution of this Agreement.

8. ADMINISTRATIVE REQUIREMENTS.

8.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 24 CFR Part 84 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

8.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

8.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request

8.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

8.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 24 CFR Part 84.

8.4 Reports and Payment Procedures.

8.4.1 Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 84.2 generated by activities carried out with ESG Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 84.2. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

8.5 Personnel and Participant Conditions.

8.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG Program funds. In addition, ESG Program funds must be made available in accordance with the following:

8.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

8.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

8.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

8.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

8.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act.

This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

8.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment,

notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

8.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

8.6.1 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.6.2 Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

8.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the

procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

8.6.2.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

8.6.3 Use of Grant Funds for Religious Purpose. CORPORATION shall permit no ESG Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

8.6.4 Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

8.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

8.6.5 Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

8.6.6 Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement,

CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

8.7 Drug-Free Workplace Act of 1988. CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

8.8 Environmental Conditions.

8.8.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

8.8.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

8.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

8.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

8.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

8.8.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

8.8.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object

listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

8.8.5 Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and its implementing regulations at 24 CFR Part 35.

9. CITY's OBLIGATIONS.

9.1 Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

10. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

10.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

10.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

10.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

10.4 CORPORATION shall undertake to insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

11. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or

require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

11.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. MISCELLANEOUS.

12.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

12.2 Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

12.3 Merger And Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

13. KEY PERSONNEL. At request of CITY, CORPORATION shall name all key personnel to be assigned to the work set forth herein. CORPORATION shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CORPORATION shall not change such personnel without the written approval of CITY.

14. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for

Qualifications, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

15. STARTING WORK. CORPORATION shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CORPORATION and CITY.

16. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CORPORATION pursuant to the terms of this Agreement shall, upon preparation, become the property of CITY.

17. ACCOUNTING RECORDS. CORPORATION shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CORPORATION's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

18. LICENSES. CORPORATION shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CORPORATION to practice its profession.

19. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

20. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CORPORATION shall be prohibited unless authorized by CITY.

21. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

22. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to

sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

23. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

24. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

25. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

26. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

27. CONFLICTS OF INTEREST. CORPORATION stipulates that corporately, or individually, the CORPORATION, its employees and sub-recipient AGENCIES have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement.

28. TERMINATION FOR CAUSE. If at any time CITY becomes dissatisfied with the performance of CORPORATION under this Agreement, CITY may terminate this Agreement on ten (10) days written notice. Written notice shall be given pursuant to the "Notices" paragraph of this Agreement. In the event of early termination, CORPORATION shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by CITY.

29. COMPLIANCE WITH ALL LAWS. CORPORATION shall, at CORPORATION's sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

30. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the service of CORPORATION as an independent contractor. CORPORATION is

not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

31. DIRECTION. CORPORATION retains the right to control or direct the manner in which the services described herein are performed.

32. EQUIPMENT. CORPORATION will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

33. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CORPORATION of third party claims relating to this contract. CITY shall be allowed to recover from CORPORATION, and CORPORATION shall pay on demand, all costs of notification.

34. INDEMNITY. CORPORATION shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

35. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

36. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

37. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CORPORATION. It is expressly understood that only the City Council may approve modifications to the contract, which modifications must be in writing.

38. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, California 93301

or directed to the CORPORATION, addressed to: Executive Director
Bethany Services/
Bakersfield Homeless Center
1600 E Truxtun Avenue
Bakersfield, CA 93305

39. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

40. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

41. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

42. NON-INTEREST. No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

43. TAX NUMBERS.

"CORPORATION's" Federal Tax Identification No. 95-2858936.

"CORPORATION" is a corporation? Yes X No _____.
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CORPORATION"
**BETHANY SERVICES/
BAKERSFIELD HOMELESS CENTER**

By: _____
KAREN K. GOH
Mayor

By: _____
LOUIS B. GILL
Executive Director

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Development Services Director

APPROVED AS TO FORM
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Director

SCHEDULE "A"

EMERGENCY RAPID RE-HOUSING PROGRAM BETHANY SERVICES/BAKERSFIELD HOMELESS CENTER

Purpose of Project

Bethany Services/Bakersfield Homeless Center (BHC) will continue to implement Emergency Shelter Grant eligible services (Maintenance and Operating Activities) to provide safe, sanitary shelter, supportive services and other assistance.

Description

ESG grant funding will be used by BHC for the eligible activity:

1. Payment of maintenance and operation.

Operation and Maintenance

BHC will meet costs of operation and maintenance, including but not limited to such items as payment of water, sanitation collection, electricity, telephone, and janitorial and maintenance costs, postage, office supplies, insurance costs, printing costs, occupancy products, security, repair costs, and building and grounds supplies.

Essential Services:

BHC will meet costs of staffing, including but not limited to such persons as Residential Aides with no more than 10% of ESG grant to be spent on Essential Services. The total amount of ESG funds expended to meet these operation and maintenance costs shall not exceed NINETY FIVE THOUSAND, FOUR HUNDRED AND FORTY SIX DOLLARS AND NO CENTS (\$95,446).

Limitations

No more than 10% of the maintenance and operations grant monies shall be used to pay staff costs.

Time frame

All funds granted to BHC shall be completely expended within the term of the Agreement. All match requirements in the form of funds and/or in-kind donations will take place concurrently with ESG expenditures.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department **not** to exceed ***one invoice package per month*** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2018 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will **not** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 For the Emergency Shelter Grant program, matching is required dollar for dollar. This may be in the form of documentation evidencing payment of invoices other than those submitted for payment through this grant or by volunteer hours. Matching dollars shall include totals and support documentation. Volunteer hours are currently matched and calculated at \$10.00 per hour donated. For Community Development Block Grant program matching is not required at this time.

1.8 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.9 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. BUDGET CLAUSE.

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.

The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.

The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Executive Director

Corporation Name: _____

Date: _____

**CORPORATION
PAYMENT REQUEST**

Grant Funding: Encircle grant type CDBG / **ESG**

Grant Agreement No.

Purchase Order No.

Payment No.

To: City of Bakersfield
Attn: Community Development
Address: 1715 Chester Avenue, Second Floor
 Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____

Grant Agreement Award Amount: \$ _____

Reimbursement Requested \$ _____

Program Income from ESG/CDBG \$ _____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative

Date

Corporation Representative Name (Printed)

**CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM**

Name of Corporation:

Address of Corporation:

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executive Director

Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Bethany Services/Bakersfield Homeless Center
Executive Director

Dated: _____

AGREEMENT NO. _____

**THE MISSION AT KERN COUNTY
AGREEMENT FOR EMERGENCY SOLUTIONS GRANT**

THIS AGREEMENT is made on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY") and **THE MISSION AT KERN COUNTY**, a California Non-Profit Public Benefit Corporation ("CORPORATION").

R E C I T A L S

WHEREAS, the Congress of the United States enacted the McKinney-Vento Homeless Assistance Act, 42 USC 11301 (1988), as amended in 42 USC 11362 ("the Act") to provide urgently needed assistance to protect and improve the living and safety of the homeless population; and

WHEREAS, Subtitle B of Title IV of the Act authorized the Emergency Shelter Grants Program, authorizing the Department of Housing and Urban Development ("HUD") to make grants to units of general local government for the rehabilitation or conversion of buildings for use as emergency shelters for the homeless, and for the payment of certain operating and essential service expenses in connection with emergency shelter for the homeless and for homeless prevention activities; and

WHEREAS, the President of the United States signed the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) on May 20, 2009, amending and reauthorizing the McKinney-Vento Homelessness Assistance Act, and changing the name of the program to the Emergency Solutions Grant ("ESG") Program; and

WHEREAS, the President of the United States signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act on July 6, 2012, making technical corrections to HEARTH; and

WHEREAS, CITY has submitted required documents to the Department of Housing and Urban Development ("HUD") for receipt of an Emergency Shelter Grant ("Grant") and CITY was awarded a Grant; and

WHEREAS, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant funds from the federal government; and

WHEREAS, CORPORATION operates a comprehensive program of shelter and services designed to help homeless men, women and children and desires to carry out ESG eligible activities; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the Bakersfield area; and

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals; and

WHEREAS, HUD requires homeless providers who receive ESG funds to participate in preparing policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons; and

WHEREAS, CORPORATION is participating in a local CoC and covered by a CoC which has implemented a discharge plan, therefore CORPORATION will participate in the Discharge Plan using the discharge plan for the purpose of meeting HUD's standards; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. DEFINITIONS. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, HEARTH, or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Community Development Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG Program, as more fully described in Schedule "A" attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 24 CFR 84.2 shall mean: "[Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in section 84.24(e) and (h)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in HUD regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them."

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels,

congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit a homeless family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "Emergency Shelter" as defined in 24 CFR 576.3, means "any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless."

1.9 "Essential Services" as defined in 24 CFR 576.3, shall include "services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

1.9.1 Assistance in obtaining permanent housing;

1.9.2 Medical and psychological counseling and supervision;

1.9.3 Employment counseling;

1.9.4 Nutritional counseling;

1.9.5 Substance abuse treatment and counseling;

1.9.6 Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance; Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps;

1.9.7 Other services such as child care; transportation, job placement and job training; and

1.9.8 Staff salaries necessary to provide the above services.

2. SCOPE OF WORK. CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached and incorporated by reference as if set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency shelter grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed SIXTY THREE THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS AND NO CENTS (\$63,363).

3.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than SIXTY THREE THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS AND NO CENTS (\$63,363).

3.2 Method of Payment.

3.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.2.2 Homeless Prevention Activities. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment". CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also provide copies of receipts, invoices or other documentation as appropriate to substantiate claim for payment of Homeless Prevention Activities.

3.2.2.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.2.3 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end January 1, 2020.

3.2.4 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

3.2.4.1. The data which includes the numbers served and amount of funding used per client must be entered into the system and provided to the City on a Quarterly Basis beginning December 30, 2018 with an initial performance report, thereafter March 31, 2019, June 30, 2019, September 30, 2019, and quarterly thereafter until the funding is fully expended.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1 Laws and Regulations

4.1.1 Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

4.1.1.1. CORPORATION shall provide and utilize matching funds as required under the ESG Program regulations at 24 CFR 576.51. Such matching funds shall not have been committed to the ESG Program in any agreement entered into by CORPORATION before the date of the HUD approval of CITY's application for ESG funds.

4.1.1.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

4.1.1.2.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

4.1.1.2.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

4.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

4.1.4 Indemnity. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5 Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.3. Provide products and completed operations coverage.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or

requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for

additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG Grant eligible activities for a one-year period which begins upon the execution of this Agreement.

6. ADMINISTRATIVE REQUIREMENTS.

6.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 24 CFR Part 84 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

6.1.1 CORPORATION agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

6.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request.

6.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all

close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

6.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 24 CFR Part 84.

6.4 Reports and Payment Procedures.

6.4.1 Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 84.2 generated by activities carried out with ESG Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 84.2. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

6.5 Personnel and Participant Conditions.

6.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG Program funds. In addition, ESG Program funds must be made available in accordance with the following:

6.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

6.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

6.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII

of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

6.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

6.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act.

This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

6.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that

applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

6.5.5 Women- and Minority-Owned Business Enterprises.

CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

6.5.6 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.5.7 Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

6.5.7.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the

construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

6.5.7.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

6.5.8 Use of Grant Funds for Religious Purpose. CORPORATION shall permit no ESG Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

6.5.9 Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

6.5.9.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

6.5.10 Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

6.5.11 Lobbying. CORPORATION certifies, to the best of its knowledge

and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.5.11.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

6.6 Drug-Free Workplace Act of 1988. CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

6.7 Environmental Conditions.

6.7.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

6.7.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

6.7.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed

\$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

6.7.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

6.7.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

6.7.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

6.7.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

6.7.5 Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and its implementing regulations at 24 CFR Part 35.

7. CITY's OBLIGATIONS.

7.1 Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

8. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

8.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of

follow-up actions taken to correct areas of noncompliance.

8.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

8.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

8.4 CORPORATION shall undertake to insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

9. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

9.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. MISCELLANEOUS.

10.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10.2 Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

10.3 Merger And Modification. All prior agreements between the parties

are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

10.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

10.5 Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

10.6 Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

10.7 Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, CA 93301

or directed to the CORPORATION, addressed to:

Executive Director
The Mission at Kern County
816 E. 21st Street
Bakersfield, CA 93305

10.8 Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

10.9 Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10.10 Non-Interest. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

10.11 Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-1890705.

"CORPORATION" is a corporation? Yes X No .
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CORPORATION"
THE MISSION AT KERN COUNTY

By: _____
KAREN K. GOH
Mayor

By: _____
CARLOS BALDOVINOS
Executive Director

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Development Services Director

APPROVED AS TO FORM
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT PROGRAM THE MISSION AT KERN COUNTY

Purpose of Project

The Mission at Kern County (The Mission) will continue to implement Emergency Solutions Grant eligible services (Maintenance and Operating Activities) to provide safe, sanitary shelter, supportive services and other assistance.

Description

ESG grant funding will be used by The Mission for the eligible activity:

1. Payment of maintenance and operation.

Operation and Maintenance

The Mission will meet costs of operation and maintenance, including but not limited to such items as payment of water, sanitation collection, electricity, telephone, and janitorial and maintenance costs, postage, office supplies, insurance costs, printing costs, occupancy products, security, repair costs, and building and grounds supplies.

The total amount of ESG funds expended to meet these operation and maintenance costs shall not exceed SIXTY THREE THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS AND NO CENTS (\$63,363).

Essential Services:

The Mission will meet costs of staffing, including but not limited to such persons as Residential Aides with no more than 10% of ESG grant to be spent on Essential Services.

Limitations

No more than 10% of the maintenance and operations grant monies shall be used to pay staff costs.

Time frame

All funds granted to The Mission shall be completely expended within the term of the Agreement. All match requirements in the form of funds and/or in-kind donations will take place concurrently with ESG expenditures.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to the City's Community Development Department ***not*** to exceed ***one invoice package per month*** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2018 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will **not** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 For the Emergency Shelter Grant program, matching is required dollar for dollar. This may be in the form of documentation evidencing payment of invoices other than those submitted for payment through this grant or by volunteer hours. Matching dollars shall include totals and support documentation. Volunteer hours are currently matched and calculated at \$10.00 per hour donated. For Community Development Block Grant program matching is not required at this time.

1.8 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.9 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. BUDGET CLAUSE.

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.

The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.

The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____

Corporation Name: _____

Date: _____

**CORPORATION
PAYMENT REQUEST**

Grant Funding: Encircle grant type CDBG / ESG

Grant Agreement No.

Purchase Order No.

Payment No.

To: City of Bakersfield
Attn: Community Development
Address: 1715 Chester Avenue, Second Floor
 Bakersfield, CA 93301

From: Corporation

Mailing Address:

Grant Agreement Award Amount: \$_____

Reimbursement Requested \$_____

Program Income from ESG/CDBG \$_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative

Date

Corporation Representative Name (Printed)

**CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM**

Name of Corporation:

Address of Corporation:

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

Reviewed By: _____

Title: _____

Dated: _____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executive Director

Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

The Mission at Kern County

Executive Director

Dated: _____

AGREEMENT NO. _____

**FLOOD BAKERSFIELD MINISTRIES
AGREEMENT FOR EMERGENCY SOLUTIONS GRANT**

THIS AGREEMENT is made on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY") and **FLOOD BAKERSFIELD MINISTRIES**, a California Non-Profit Public Benefit Corporation ("CORPORATION").

R E C I T A L S

WHEREAS, the Congress of the United States enacted the McKinney-Vento Homeless Assistance Act, 42 USC 11301 (1988), as amended in 42 USC 11362 ("the Act") to provide services to protect and improve the living and safety of the homeless population; and

WHEREAS, Subtitle B of Title IV of the Act authorized the Emergency Shelter Grants Program, authorizing the Department of Housing and Urban Development ("HUD") to make grants to units of general local government for the rehabilitation or conversion of buildings for use as emergency shelters for the homeless, and for the payment of certain operating and essential service expenses in connection with emergency shelter for the homeless and for homeless prevention activities; and

WHEREAS, the President of the United States signed the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) on May 20, 2009, amending and reauthorizing the McKinney-Vento Homelessness Assistance Act, and changing the name of the program to the Emergency Solutions Grant ("ESG") Program; and

WHEREAS, the President of the United States signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act on July 6, 2012, making technical corrections to HEARTH; and

WHEREAS, CITY has submitted required documents to the Department of Housing and Urban Development ("HUD") for receipt of an Emergency Shelter Grant ("Grant") and CITY was awarded a Grant; and

WHEREAS, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives Grant

funds from the federal government; and

WHEREAS, CORPORATION operates a comprehensive program of services designed to help homeless men, women and children which includes a defined outreach plan involving outreach to unsheltered homeless, and desires to carry out ESG eligible activities; and

WHEREAS, CORPORATION has requested assistance in increasing the level of programs and activities; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities to assist homeless citizens in the Bakersfield area; and

WHEREAS, HUD requires homeless providers who receive ESG funds participate in a Homeless Management Information System ("HMIS") if that homeless provider is located in a jurisdiction covered by a Continuum of Care ("CoC") which has an HMIS. The HMIS helps meet standards for the collection and reporting of data of client level information; and

WHEREAS, CORPORATION is located in a jurisdiction covered by a CoC with an HMIS, therefore CORPORATION will participate in HMIS using data collected for the purpose of meeting HUD's standards; and

WHEREAS, HUD requires CITY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

WHEREAS, CITY requires CORPORATION to participate in reporting information on homeless persons served to meet HUD's goals; and

WHEREAS, HUD requires homeless providers who receive ESG funds to participate in preparing policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons; and

WHEREAS, CORPORATION is participating in a local CoC and covered by a CoC which has implemented a discharge plan, therefore CORPORATION will participate in the Discharge Plan using the discharge plan for the purpose of meeting HUD's standards; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. DEFINITIONS. Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, HEARTH

or ESG Program regulations at 24 CFR 576.1 et. seq., shall have the same meaning in this Agreement.

1.1 "Program" means CITY's Community Development Program, and its administration.

1.2 "Project" refers to activities to be carried out by CORPORATION under the ESG Program, as more fully described in Schedule "A" attached hereto and incorporated herein by this reference as if stated in full.

1.3 "Program Income" as defined in 24 CFR 84.2 shall mean: "[Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in section 84.24(e) and (h)). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in HUD regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them."

1.4 "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.

1.5 "Contractor" has the meaning set forth in California Business and Professions Code Section 7026.

1.6 "Homeless" shall mean:

1.6.1 An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

1.6.2 An individual or family which has a primary nighttime residence that is:

1.6.2.1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); or

1.6.2.2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

1.6.2.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

1.7 "Homeless Prevention" as defined in 24 CFR 576.3 means "activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

1.7.1 Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

1.7.2 Security deposits or first month's rent to permit a homeless family to move into its own apartment;

1.7.3 Mediation programs for landlord-tenant disputes;

1.7.4 Legal services programs for the representation of indigent tenants in eviction proceedings;

1.7.5 Payments to prevent foreclosure on a home; and

1.7.6 Other innovative programs and activities designed to prevent the incidence of homelessness.

1.8 "Emergency Shelter" as defined in 24 CFR 576.3, means "any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless."

1.9 "Essential Services" as defined in 24 CFR 576.3, shall include "services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

1.9.1 Assistance in obtaining permanent housing;

1.9.2 Medical and psychological counseling and supervision;

1.9.3 Employment counseling;

1.9.4 Nutritional counseling;

1.9.5 Substance abuse treatment and counseling;

1.9.6 Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance; Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps;

1.9.7 Other services such as child care; transportation, job placement and job training; and

1.9.8 Staff salaries necessary to provide the above services.

2. SCOPE OF WORK. CORPORATION will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached and incorporated by reference as if set out in full.

2.1 That portion of the scope of work related to the development and implementation of eligible emergency shelter grant activities shall specifically comply with the requirements set forth in 24 CFR 576.21 et seq.

3. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed TWENTY TWO THOUSAND, NINE HUNDRED AND EIGHTY TWO DOLLARS AND NO CENTS (\$22,982.00).

3.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives ESG funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1 CORPORATION shall conform to the "time frame" as set forth in Schedule "A", which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than TWENTY TWO THOUSAND, NINE HUNDRED AND EIGHTY TWO DOLLARS AND NO CENTS (\$22,982.00).

3.2 Method of Payment.

3.2.1 Services, Maintenance, and/or Operations Grants. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30) days after CITY receives a satisfactory "claim for payment." CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.2.2 Homeless Prevention Activities to Include Street Outreach. CITY agrees to pay "claims for payment" directly to CORPORATION within thirty (30)

days after CITY receives a satisfactory "claim for payment". CORPORATION shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CORPORATION claims reimbursement. CORPORATION shall also provide copies of receipts, invoices or other documentation as appropriate to substantiate claim for payment of Homeless Prevention Activities.

3.2.2.1. All amounts requested by CORPORATION shall conform to the restrictions of 24 CFR 576.21(b) and the requirements set forth in **Exhibit "A"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.2.3 Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end January 1, 2020.

3.2.4 HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

3.2.4.1. The data which includes the numbers served and amount of funding used per client must be entered into the system and provided to the City on a Quarterly Basis beginning December 30, 2018 with an initial performance report, thereafter March 31, 2019, June 30, 2019, September 30, 2019, and quarterly thereafter until the funding is fully expended.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1 Laws and Regulations

4.1.1.1. Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

4.1.1.2. CORPORATION shall provide and utilize matching funds as required under the ESG Program regulations at 24 CFR 576.51. Such matching funds shall not have been committed to the ESG Program in any agreement entered into by CORPORATION before the date of the HUD approval of CITY's application for ESG funds.

4.1.1.3. In accordance with Section 1402(d) of the Housing and

Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to terminate assistance to any individual or family only in accordance with a formal process established by CORPORATION which meets the following standard required by the McKinney-Vento Homeless Assistance Act:

4.1.1.3.1. If an individual or family who receives assistance from CORPORATION violates program requirements, CORPORATION may terminate the assistance in accordance with a formal process established by CORPORATION that recognizes the rights of individuals affected, which may include a hearing.

4.1.1.3.2. In accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the McKinney-Vento Homeless Assistance Act, CORPORATION agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the facility and in providing services for occupants of the facility.

4.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

4.1.4 Indemnity. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

4.1.5 Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons,

property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. **Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

4.1.5.2.3. Provide products and completed operations coverage.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to

execution of this Agreement and approved by CITY in writing.

4.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CORPORATION.

5. FUTURE USE RESTRICTIONS. CORPORATION shall provide ESG Grant eligible activities for a one-year period which begins upon the execution of this Agreement.

6. ADMINISTRATIVE REQUIREMENTS.

6.1 Records and Administration. CORPORATION agrees to comply with the policies, guidelines, and requirements of 24 CFR Part 84 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

6.1.1 CORPORATION agrees to maintain Project documents, records

and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

6.1.2 CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review upon request

6.2 Close-Outs. CORPORATION's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.

6.3 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 24 CFR Part 84.

6.4 Reports and Payment Procedures.

6.4.1 Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 84.2 generated by activities carried out with ESG Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 84.2. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

6.5 Personnel and Participant Conditions.

6.5.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ESG Program funds. In addition, ESG Program funds must be made available in accordance with the following:

6.5.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

6.5.1.2. Executive Order 11063 (Equal Opportunity in Housing).

6.5.1.3. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

6.5.1.4. CORPORATION shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

6.5.2 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CORPORATION shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. CORPORATION shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this

Agreement.

6.5.3 Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.5.4 Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

6.6 Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

6.6.1 Affirmative Action for the Vietnam-Era Veterans. CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.6.2 Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-

Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

6.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

6.6.2.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

6.6.3 Use of Grant Funds for Religious Purpose. CORPORATION shall permit no ESG Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

6.6.4 Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ESG Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.

6.6.4.1. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

6.6.5 Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

6.6.6 Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.6.6.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

6.7 Drug-Free Workplace Act of 1988. CORPORATION, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

6.8 Environmental Conditions.

6.8.1 Environmental Considerations. CITY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.

6.8.2 Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.,

Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection agency at 40 CFR Part 15, as amended.

6.8.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

6.8.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

6.8.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

6.8.3 Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

6.8.4 Historic Preservation. CORPORATION shall take into account the effect of the Project on any CORPORATION, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

6.8.5 Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and it's implementing regulations at 24 CFR Part 35.

7. CITY's OBLIGATIONS.

7.1 Copy of Regulations and Statutes. CITY will make available to CORPORATION a copy of any regulation CITY enacts to facilitate administration of said Program.

8. SUBCONTRACTS. CORPORATION shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

8.1 CORPORATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

8.2 CORPORATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

8.3 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

8.4 CORPORATION shall undertake to insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

9. CITY'S REMEDIES. If CORPORATION fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement.

9.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. MISCELLANEOUS.

10.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10.2 Binding Effect. The rights and obligations of this Agreement shall inure

to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

10.3 Merger And Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

10.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

10.5 Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

10.6 Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

10.7 Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, CA 93301

or directed to the CORPORATION, addressed to:

Executive Director
Flood Bakersfield Ministries
601 24th Street Suite #C
Bakersfield, CA 93301

10.8 Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to CORPORATION funds for work done prior to the effective date of termination.

10.9 Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10.10 Non-Interest. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

10.11 Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 26-2780103.

"CORPORATION" is a corporation? Yes X No .
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CORPORATION"
FLOOD BAKERSFIELD MINISTRIES

By: _____
KAREN K. GOH
Mayor

By: _____
DIANE CONTRERAS
Executive Director

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
JACQUELYN R. KITCHEN
Development Services Director

APPROVED AS TO FORM
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
NELSON K. SMITH
Finance Director

SCHEDULE "A"

EMERGENCY SOLUTIONS GRANT PROGRAM FLOOD BAKERSFIELD MINISTRIES

Purpose of Project

Flood Bakersfield Ministries will continue to implement Emergency Solutions Grant eligible services (Maintenance and Operating Activities) to provide street outreach, supportive services and other assistance.

Description

ESG grant funding will be used by Flood Bakersfield Ministries for the eligible activity:

1. Payment of street outreach operations.

Street Outreach Operations

Flood Bakersfield Ministries will provide activities to locate, identify, and build relationships with unsheltered homeless people, and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. The total amount of ESG funds expended to meet these costs shall not exceed TWENTY TWO THOUSAND, NINE HUNDRED AND EIGHTY TWO DOLLARS AND NO CENTS (\$22,982.00).

Limitations

No more than 10% of the operations grant monies shall be used to pay staff costs not related to direct program delivery.

Time frame

All funds granted to Flood Bakersfield Ministries shall be completely expended within the term of the Agreement. All match requirements in the form of funds and/or in-kind donations will take place concurrently with ESG expenditures.

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Corporation's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the Corporation. The Corporation must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Community Development Department **not** to exceed ***one invoice package per month*** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2018 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

Community Development Department
City of Bakersfield
1715 Chester Avenue, Second Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Corporation by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Corporation. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Corporation shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Corporation is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Corporation, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractors invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Corporation under the terms of this Agreement; and

1.6 The following items will **not** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and corporation payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Corporation employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 For the Emergency Shelter Grant program, matching is required dollar for dollar. This may be in the form of documentation evidencing payment of invoices other than those submitted for payment through this grant or by volunteer hours. Matching dollars shall include totals and support documentation. Volunteer hours are currently matched and calculated at \$10.00 per hour donated. For Community Development Block Grant program matching is not required at this time.

1.8 Original signature and date (in ink) of Corporation or its authorized representative on the Corporation payment request.

1.9 Final invoice shall be clearly marked 'FINAL INVOICE' and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

2. BUDGET CLAUSE.

The amount will not exceed the amount as stated in Section 3 of the Agreement.

If funding for any fiscal year is reduced or deleted by the HUD for purposes of the program, City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to Corporation to reflect the reduced amount. Updated budget information shall be provided at the request of City.

3. PAYMENT OF COSTS.

The Corporation agrees that it will provide for payment of its operating costs and that all costs connected with the facility will be paid by the Corporation on a timely basis.

4. AUDIT DISALLOWANCES.

The Corporation agrees it shall return any audit disallowances funding to CITY.

Read and Agreed By: _____
Executive Director

Corporation Name: _____

Date: _____

**CORPORATION
PAYMENT REQUEST**

Grant Funding: Encircle grant type CDBG / ESG

Grant Agreement No.

Purchase Order No.

Payment No.

To: City of Bakersfield
Attn: Community Development
Address: 1715 Chester Avenue, Second Floor
 Bakersfield, CA 93301

From: Corporation

Mailing Address:

Grant Agreement Award Amount: \$_____

Reimbursement Requested \$_____

Program Income from ESG/CDBG \$_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative

Date

Corporation Representative Name (Printed)

**CORPORATION PAYMENT REQUEST
DISPUTE NOTIFICATION FORM**

Name of Corporation:

Address of Corporation:

Date Payment Request Received: _____

Date Payment Request Declined: _____

Reason for Decline/Dispute:

Reviewed By:_____

Title:_____

Dated:_____

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executive Director

Date

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as _____ located at _____ will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Flood Bakersfield Ministries
Executive Director

Dated: _____



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent- Agreements q.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 9/26/2018

WARD:

SUBJECT: Job Development Program with the Bakersfield Homeless Center (BHC):

1. Agreement with BHC to provide staffing for the City of Bakersfield Animal Care Center for a period of five years, with annual not to exceed amounts of: \$303,000; \$330,000; \$357,000; \$385,000; and \$385,000.
2. Agreement with BHC to provide staffing for the sorting of green waste material at the Mount Vernon Green Waste Recycling Facility for a period of five years, with annual not to exceed amounts of: \$223,100; \$241,730; \$260,245; \$278,875; and \$278,875.
3. Agreement with BHC to provide staffing for the Water Resources Department to assist with basic cleanup of sumps, canals and basins and related work for a period of five years, with annual not to exceed amounts of: \$104,050; \$113,400; \$122,800; \$132,350; and \$132,350.

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

This item approves three new agreements with the Bakersfield Homeless Center (BHC) to provide staffing for several different programs of the City, including the Bakersfield Animal Care Center; Mount Vernon Green Waste Facility; and Water Resources Department. Approval of these agreements provide for the continuation of a successful relationship with BHC that has been ongoing since 2009. Additional details regarding each agreement can be found below.

The agreements are structured to provide for an annual number of hours multiplied by the appropriate rate for each scope of work, which then produces an annual not to exceed amount. Since the rates for these agreements are based on the applicable minimum wage, each of the agreements includes a five-year term which accounts for the impact of scheduled minimum wage

increases.

Since 2009, the City has utilized contracts with BHC to obtain cost effective and efficient labor resources to supplement certain components of City work. In addition, this relationship has provided BHC clients with opportunities to obtain employment and develop their job skills. These employment opportunities allow BHC clients to reestablish their work history and develop skills that can serve as a foundation for future employment opportunities. In addition, this program has served as a gateway for BHC clients to achieve a level of self reliance that they previously did not exist.

Evidence of the success of this program from the BHC perspective can be found in the following statistics associated with the BHC job development program since 2009:

- 283 BHC clients have participated in the program;
- 496 people have been housed outside of the shelter (including spouses and 236 children);
- 98 employees have gone on to full-time employment or continuing education; and
- Currently BHC has 59 clients employed with 44 attributable to City contracts.

City of Bakersfield Animal Care Center (CBACC): Since October 2013, the City has contracted with BHC to provide support staffing for CBACC. This staffing arrangement has proven to be very efficient and cost effective. BHC employees handle a wide range of duties including cleaning kennels, feeding animals, assisting the public and a number of other duties. The current agreement with BHC will expire on December 31, 2018. The proposed new five-year agreement allows the City to continue this relationship, taking into account future scheduled minimum wage increases. The new agreement also provides a slight increase in annual hours from 14,300 annually to 14,820. The costs associated with this new agreement are budgeted for each year as part of the Police Department budget, so no budget adjustment is necessary.

Mount Vernon Green Waste Recycling Facility: Since 2009, the City has contracted with BHC to provide staffing for the sorting of green waste material. This contract was the first of several successful contracts the City has entered into with BHC to provide labor for various City functions. The current agreement is set to expire on December 8, 2018. The new five-year agreement allows the City to continue this relationship, taking into account future scheduled minimum wage increases. The new agreement covers the period of December 8, 2018, through December 31, 2018 (and five additional years), to allow for subsequent years to cover the entire calendar year. The costs associated with this new agreement are budgeted for each year as part of the Public Works Department, Solid Waste Division, budget within the Refuse Enterprise Fund, so no budget adjustment is necessary.

Water Resources Department: For the past several years, the Water Resources Department has utilized BHC labor under the current litter removal contract (a separate contract not included in this action) to perform specific tasks. These tasks include removal of trash, brush, and tumbleweeds along canals and in sumps; cleanup of trash sites associated with encampments; and other related activities. The Water Resources Department has viewed the BHC labor asset in such a positive light, that they have requested their own contract be established for the consistent use of BHC staff on an annual basis. This new five-year agreement facilitates that request and provides for the continued use of BHC labor for the Water Department activities previously identified. The costs associated with this agreement are budgeted for in the Water Resources Department budget within the River and Agriculture Enterprise Fund, so no budget adjustment is necessary.

ATTACHMENTS:

Description		Type
▣	Animal Care Center Agreement	Agreement
▣	Green Waste Agreement	Agreement
▣	Wate Resources Dept. Agreement	Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **BAKERSFIELD HOMELESS CENTER** ("CONTRACTOR").

R E C I T A L S

WHEREAS, since October 1, 2013, CITY has been managing the City of Bakersfield Animal Care Center ("CBACC") in conjunction with the Bakersfield Society for the Prevention of Cruelty to Animals; and

WHEREAS, on September 25, 2013, CITY and CONTRACTOR entered into Agreement No. 13-166 to provide animal care workers to perform job duties at CBACC; and

WHEREAS, Agreement No. 13-166 was amended twice to account for ongoing state mandated minimum wage increases and to extend the term of the agreements to December 31, 2018; and

WHEREAS, the Agreement between the CITY and CONTRACTOR has been mutually beneficial for both agencies through CONTRACTOR providing workers to carry out necessary job duties at CBACC and through CITY providing needed job opportunities for the clients of CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR desire to enter into a longer term agreement that will incorporate increases to the annual compensation to cover ongoing state mandated minimum wage increases.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to utilize no less than ten (10) animal care workers, each working various shifts as needed to provide services at the CBACC. The animal care workers shall perform services at the direction of CITY/SPCA staff as follows:

- 1.1 Provide food and water to all the animals housed at the shelter.

- 1.2 Clean and disinfect all areas of the CBACC including the kennels.
- 1.3 Perform other duties as needed and directed by the CITY/SPCA.

The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, as outlined within the schedule provided by the CITY. In the event ten (10) animal care workers are not available, CONTRACTOR will communicate such with the CITY.

2. **COMPENSATION/PAYMENT PROCEDURE.** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. Compensation shall be made on a per animal care worker basis. Compensation for all work, services or products called for under this Agreement shall be paid in accordance with the following table:

Calendar Year (Jan 1 – Dec 31)	Hourly Rate	Annual Worker Hours	Not to Exceed Amount
2019	\$20.40	14,820	\$303,000
2020	\$22.23	14,820	\$330,000
2021	\$24.08	14,820	\$357,000
2022	\$25.95	14,820	\$385,000
2023	\$25.95	14,820	\$385,000

If any scheduled increase to minimum wage does not occur, the compensation rate will remain unchanged.

CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2023.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.

5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.

12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
16. **INSURANCE.**
- 16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
- 16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

16.1.4 By executing this Agreement, CONTRACTOR is submitting the certification required above.

16.1.5 The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301**

**CONTRACTOR: BAKERSFIELD HOMELESS CENTER
Attention: Louis B. Gill, Jr.
1600 East Truxtun Avenue
Bakersfield, CA 93305
(661) 322-9199**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number **95-2858936**
CONTRACTOR is a corporation? Yes **X** No _____
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
BAKERSFIELD HOMELESS CENTER

By: _____
KAREN GOH
Mayor

By: _____
LOUIS B. GILL, JR.
Chief Executive Officer

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____
LYLE D. MARTIN
Chief of Police

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **BAKERSFIELD HOMELESS CENTER** ("CONTRACTOR").

R E C I T A L S

WHEREAS, since December 16, 2009, when CITY and CONTRACTOR entered into Agreement No. 09-162, CONTRACTOR has been providing CITY with a trained labor force to perform a variety of tasks at CITY's Mount Vernon Green Waste Facility ("Facility"); and

WHEREAS, this relationship between CITY and CONTRACTOR has been mutually beneficial for both agencies through CONTRACTOR providing workers to carry out necessary job duties at the Facility and through CITY providing needed job opportunities for the clients of CONTRACTOR, so in 2014 it was extended by Agreement No. 14-309; and

WHEREAS, Agreement No. 14-309 was amended three times to account for ongoing state mandated minimum wage increases and to extend the term of the agreements to December 8, 2018; and

WHEREAS, this relationship continues to be mutually beneficial to both parties, so CITY and CONTRACTOR desire to enter into a longer term agreement that will incorporate increases to the annual compensation to cover ongoing state mandated minimum wage increases; and

WHEREAS, to avoid a lapse in services provided, this Agreement also covers the time period from December 8, 2018, which is when Agreement No. 14-309(3) expires, to December 31, 2018.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to provide a work crew of no less than five (5) workers and one (1) working supervisor, to manually sort through materials and remove litter and contamination from green waste material at the Facility to a quality adequate for commercial composting. CONTRACTOR shall place material in appropriately segregated areas and

perform general maintenance including end of shift area and processing equipment cleanup. CONTRACTOR shall provide weekly safety training to the labor force. Other duties of a similar nature may be assigned as needs by the Facility Supervisor.

The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, as outlined within the schedule provided by the CITY. In the event five (5) workers and one (1) supervisor are not available, CONTRACTOR will communicate such with the CITY.

2. **COMPENSATION/PAYMENT PROCEDURE.** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. Compensation shall be made on a per worker basis. Compensation for all work, services or products called for under this Agreement shall be paid in accordance with the following table:

Calendar Year (Jan 1 – Dec 31)	Hourly Rate	Annual Worker Hours	Not to Exceed Amount
2018 (Dec 8-Dec 31)	\$17.84	900	\$16,056
2019	\$19.40	11,500	\$223,100
2020	\$21.02	11,500	\$241,730
2021	\$22.63	11,500	\$260,245
2022	\$24.25	11,500	\$278,875
2023	\$24.25	11,500	\$278,875

If any scheduled increase to minimum wage does not occur, the compensation rate will remain unchanged.

CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2023.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.

5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.

12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
16. **INSURANCE.**
- 16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
- 16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits

of not less than \$1,000,000 per occurrence.

- 16.1.2** **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

- 16.1.3** **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

- 16.1.4** By executing this Agreement, CONTRACTOR is submitting the certification required above.

- 16.1.5** The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions

of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301**

**CONTRACTOR: BAKERSFIELD HOMELESS CENTER
Attention: Louis B. Gill, Jr.
1600 East Truxtun Avenue
Bakersfield, CA 93305
(661) 322-9199**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 95-2858936
CONTRACTOR is a corporation? Yes X No _____
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
BAKERSFIELD HOMELESS CENTER

By: _____
KAREN GOH
Mayor

By: _____
LOUIS B. GILL, JR.
Chief Executive Officer

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **BAKERSFIELD HOMELESS CENTER** ("CONTRACTOR").

R E C I T A L S

WHEREAS, since December 16, 2009, when CITY and CONTRACTOR entered into Agreement No. 09-162, CONTRACTOR has been providing CITY with a trained labor force to perform a variety of tasks for CITY; and

WHEREAS, this relationship between CITY and CONTRACTOR has been mutually beneficial for both agencies through CONTRACTOR providing workers to carry out necessary job duties at CITY facilities and through CITY providing needed job opportunities for the clients of CONTRACTOR; and

WHEREAS, CITY's Water Resources Department has opportunities available to utilize CONTRACTOR's trained labor force, so CITY and CONTRACTOR desire to enter into this agreement to provide workers to carry out miscellaneous job duties for the Water Resources Department.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to utilize no less than four (4) workers, each working various shifts as needed to provide services for the Water Resources Department. The workers shall perform services at the direction of CITY staff as follows:
 - 1.1 Removal of brush, trash, and tumbleweeds along basins, sumps, and canals.
 - 1.2 Cleanup trash sites and encampments as necessary.
 - 1.3 Provide minor landscaping assistance around CITY facilities.

The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, as outlined within the schedule provided by the CITY. In the event four (4) workers are not

available, CONTRACTOR will communicate such with the CITY.

2. **COMPENSATION/PAYMENT PROCEDURE.** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. Compensation shall be made on a per worker basis. Compensation for all work, services or products called for under this Agreement shall be paid in accordance with the following table:

Calendar Year (Jan 1 – Dec 31)	Hourly Rate	Annual Worker Hours	Not to Exceed Amount
2019	\$20.81	5,000	\$104,050
2020	\$22.68	5,000	\$113,400
2021	\$24.56	5,000	\$122,800
2022	\$26.47	5,000	\$132,350
2023	\$26.47	5,000	\$132,350

If any scheduled increase to minimum wage does not occur, the compensation rate will remain unchanged.

CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2023.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield

Municipal Code Chapter 5.02) where required.

6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in

conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

14. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. INSURANCE.

16.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the

terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

16.1.4 By executing this Agreement, CONTRACTOR is submitting the certification required above.

16.1.5 The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

16.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or

contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 16.2.7** Unless otherwise approved by CITY, if any part of the

Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
18. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to

the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301**

**CONTRACTOR: BAKERSFIELD HOMELESS CENTER
Attention: Louis B. Gill, Jr.
1600 East Truxtun Avenue
Bakersfield, CA 93305
(661) 322-9199**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 95-2858936
CONTRACTOR is a corporation? Yes X No _____
(Please check one.)

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to

be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
BAKERSFIELD HOMELESS CENTER

By: _____
KAREN GOH
Mayor

By: _____
LOUIS B. GILL, JR.
Chief Executive Officer

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

By: _____
ART CHIANELLO, P.E.
Water Resources Manager

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements r.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 10/3/2018

WARD: Ward 1

SUBJECT: Mount Vernon Green Waste Facility operations:

1. Agreement with Screen 2 Crush, Inc. (\$2,087,582), to purchase a compost screening system for the Mount Vernon Green Waste Facility.
2. Appropriate \$457,852 in Equipment Fund balance to the Public Works operating budget.
3. Appropriate \$92,148 from the Refuse Enterprise Fund to the Public Works operating budget.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and appropriations.

BACKGROUND:

The Mount Vernon Green Waste Facility composts over 200,000 tons of organic wastes, including greenwaste, manure, and commercial food waste annually. The finished compost goes through a screening process to ensure quality and compliance with state regulations. The facility has three screening machines that are over 12 years old. They normally have a 10-year service life. Two of the machines were budgeted for replacement in the current year at \$715,000 and \$550,000 respectively. The third machine, identical to the \$550,000 unit, was recently destroyed by fire. Therefore, staff recommends appropriation of its accrued replacement funds, combined with the balance from the Refuse Enterprise Fund to replace the destroyed unit as an unbudgeted item.

In addition to routine replacement of old machinery, the compost screening system is undergoing a capital improvement project (CIP) in the current year. The CIP will coincide with the replacement of the old screen machines. It will add a prescreening machine to maximize the effectiveness of the screening machines as a system. The overall project will increase screening efficiency and quality in order to meet new state standards.

The new system will also include a degree of automation, moving bulk materials via conveyors rather than by heavy diesel powered trucks and loaders. This has the added benefit of reducing

air emissions. The project continues the facility's long running effort to successfully eliminate diesel emissions through electrification of equipment.

The project involves several machinery components that need to work together as a complete system. Due to the nature of the machines, the sizing and layout could vary from one vendor to another. To achieve the goal of implementing an integrated system, the City used a request for proposal (RFP) process requiring certain performance standards. The RFP required field demonstrations to show that the screening machines achieve both the state quality and the City's production standard.

The RFP was issued to 10 vendors. Six vendors performed onsite demonstrations and proposals were received from two vendors. Only one vendor's equipment met all standards for quality and production. Only equipment from one vendor, Screen 2 Crush, Inc., met all standards and provided the necessary field demonstrations to ensure compliance with all City and state standards. Additionally, the cost proposal from Screen 2 Crush, Inc. was deemed acceptable by staff.

The project is funded by a combination of sources. These include \$1,265,000 from currently budgeted equipment replacement funds, \$457,852 appropriated from accrued equipment replacement funds, \$92,148 appropriated from the Refuse Enterprise Fund, and \$272,585 from capital improvement project (CIP) funds within the Refuse Enterprise Fund. The County of Kern will reimburse the City for about 60 percent of the Refuse Fund appropriation and CIP funding through the Greenwaste Agreement. There is no General Fund impact from this project.

ATTACHMENTS:

Description	Type
▣ Agreement-Compost Screening System	Agreement

INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **SCREEN 2 CRUSH INC.** ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of compost screening systems.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: **Provide a compost scalping and screening system as proposed in Exhibit "A", incorporated by reference herein.** ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.
2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than TWO MILLION, EIGHTY-SEVEN THOUSAND, FIVE HUNDRED AND EIGHTY-TWO DOLLARS, (\$2,087,582) for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate one (1) year from the date of execution.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.

5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses,

permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.

13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
16. **INSURANCE.**
 - 16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
 - 16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.
 - 16.1.2 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on

an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

16.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible

provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this

Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

- 17. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 18. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
- 19. ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 20. ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this

Agreement (California Government Code section 1090).

31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301**

**CONTRACTOR: SCREEN 2 CRUSH INC.
P.O. Box 2722
LAGUNA HILLS, CA 92654**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number _____

CONTRACTOR is a corporation? Yes _____ No _____

(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"

By: _____
KAREN GOH
Mayor

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance: _____

APPROVED AS TO CONTENT:

PUBLIC WORKS DIRECTOR

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

Attachment: Exhibit "A"



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements s.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 10/8/2018

WARD:

SUBJECT: Amendment No.1 to Agreement No. 18-008 with Data Ticket, Inc. (to include the addition of Assembly Bill 503 services/fees) for the continued processing of parking citations for the Bakersfield Police Department.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

In January 2018, the Bakersfield Police Department entered into Agreement No. 18-008 with Data Ticket, Inc., to provide electronic processing of parking citations. Since the adoption of this agreement, changes have been made to the California Vehicle Code that necessitate a change in the scope of services and corresponding compensation rates provided to the City by Data Ticket, Inc.

With the adoption of Assembly Bill (AB) 503 and the subsequent changes to California Vehicle Code section 40220, a process has been created that allows indigent individuals with outstanding parking citations, issued since July 1, 2018, to repay their fines and penalties while preserving their ability to register and drive their vehicles. Per AB 503, the processing agency must allow payment plan options for people with unpaid parking tickets, who can provide proof of indigency, and those opting for the payment plan are subject to a \$5 processing fee.

Data Ticket, Inc., has modified its online process to comply with AB 503, and offers the additional services of processing payment plans. This amendment modifies the existing agreement with the addition of Exhibit C, which outlines AB 503 payment plan processing and related fees.

ATTACHMENTS:

Description	Type
▣ Amendment	Agreement
▣ Exhibit C	Exhibit

AGREEMENT NO. _____

**AMENDMENT NO.1 TO AGREEMENT NO. 18-008
WITH DATA TICKET, INC. (TO INCLUDE THE ADDITION OF AB 503 SERVICES / FEES) FOR THE
CONTINUED PROCESSING OF PARKING CITATIONS FOR THE BAKERSFIELD POLICE
DEPARTMENT.**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-008 ("First Amendment") is made and entered into on _____, by and between **CITY OF BAKERSFIELD**, a municipal corporation ("City" herein) and **DATA TICKET, INC.** ("Vendor" herein).

RECITALS

WHEREAS, the City of Bakersfield Police Department entered into an agreement with Data Ticket, Inc. on January 10, 2018 to provide electronic processing of parking fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the State of California, on-line California DMV access and nationwide access for out of state DMV information, holds and releases, daily and delinquent collections, adjudication scheduling and services, and Franchise Tax Board interface for collections through the Interagency Intercept Program, as well as third party collections; and,

WHEREAS, the State of California has adopted Assembly Bill AB 503, and the subsequent changes to the California Vehicle Code 40220; and,

WHEREAS, Per AB 503, the Processing Agency must allow payment plan options for people with unpaid parking tickets, who can provide proof of indigency, and

WHEREAS, Vendor has modified their online process to comply with AB 503, and offers the additional services of processing payment plans.

NOW, THEREFORE, incorporating the foregoing recitals herein, City and Vendor mutually agree to amend Agreement No. 18-008 as follows:

1. Paragraph 2 of Agreement No 18-008, entitled "**COMPENSATION**," is hereby amended to read as follows:

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall consist of payments in accordance with the rate schedule attached hereto as Exhibits "B" and "C".

2. Except as amended herein, all other provisions of Agreement No. 18-008 shall remain in full force and effect, to the extent that this First Amendment conflicts with the terms of the Agreement, this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
DATA TICKET, INC.

By: _____
KAREN GOH
Mayor

By: _____
Print Name: **MARJORIE A. FLEMING**
Title: President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
Viridiana Gallardo-King
Associate Attorney

Insurance: _____

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____
LYLE D. MARTIN
POLICE CHIEF

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director
Attachments: Exhibit "C"



2603 Main Street, Suite 300
Irvine, California 92614
949-428-7241
www.ClientServices.com

***CITY OF BAKERSFIELD
ADDENDUM TO THE AGREEMENT
DATED JANUARY 10, 2018***

**ADDENDUM TO THE AGREEMENT
BETWEEN
CITY OF BAKERSFIELD and DATA TICKET, INC.**

This addendum to the Agreement between City of Bakersfield (AGENCY) and Data Ticket, Inc. (COMPANY) is to amend and include the addition of AB 503 Services/Fees:

**Acceptance and Scanning of Indigent Payment Plan Requests
(Approval/Denial by Data Ticket)**

\$5.00 per request

- This new process includes the acceptance of documentation via the web and US Mail, the review of this documentation and the scanning of all the documentation and attachment to the citation to which it applies. Based on each Agency's unique business rules, Data Ticket will either accept or deny each request and then proceed to setup the payment plan or issue a letter of denial with a reason for the denial.

Indigent Payment Plan Letters

\$0.85 per letter

All other terms and conditions of the Agreement remain as originally written.

ACCEPTED:

City of Bakersfield

Signature

Print Name and Title

Date

ACCEPTED:

Data Ticket, Inc.

Signature

Print Name and Title

Date



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements t.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/12/2018
WARD: Ward(s) 1, 2, 6, 7
SUBJECT: Contract Change Order Nos. 108, 113, 117, 126, 127, and 136 to Agreement No. 14-241 with Security Paving Company (\$618,686.15; revised not to exceed \$85,822,353.24) for the Beltway Operational Improvements Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change orders.

BACKGROUND:

This project consists of constructing operational improvements along State Route 58 (SR-58) between State Route 99 (SR-99) and Cottonwood Road, and at the SR-99/Ming Avenue interchange. These improvements include:

- "Braiding" of the SR-58 ramps from northbound and southbound SR-99 with the South H Street off-ramp, in order to eliminate the short non-standard weaving length between these interchange ramps.
- Retaining walls along these braided ramps.
- Sound walls along most of SR-58 between SR-99 and Cottonwood Road, and along northbound SR-99 to the eastbound SR-58 ramp north of the Belle Terrace overcrossing.
- Auxiliary lane in advance of the eastbound SR-58 off-ramp to Union Avenue.
- Auxiliary lane in advance of the westbound SR-58 off-ramp to Chester Avenue.
- Auxiliary lane in advance of the northbound SR-99 off-ramp to Ming Avenue.

Change Order No. 108 provides a quantity increase in various bid items related to striping. These items are: temporary paving markers, and traffic stripe (paint), remove yellow thermoplastic traffic stripe and pavement markings, remove contrast treatment and pavement marker. Also, it is necessary to remove temporary traffic striping (paint) but no bid item was included during the original bid. This particular item will be paid at an agreed unit price as indicated in the contract change order. The quantities for the various striping activities per the original plans were not enough to cover all the required work. Also, there were necessary changes in the stage construction that required additional striping to keep the project

moving forward. This change order results in an estimated increase of \$206,769.15.

Change Order No. 113 provides compensation to the contractor for extra work necessary to eliminate a direct conflict between an existing City sewer mainline and the new H Street off-ramp alignment near the SR-99 connector bridge. This sewer line was exposed at a more shallow elevation than indicated in the original design plans and created a direct conflict with the alignment and elevation of the ramp. Designers, in coordination with Caltrans, modified the ramp to include a special reinforced concrete slab to protect this sewer mainline. The elevation and alignment of the ramp had to be slightly modified to improve the separation between the roadway and the sewer mainline. These modifications also required changes with a storm drain system, and the relocation of a small pre-cast communication building in the vicinity of this conflict. This change order results in an estimated increase of \$163,119.50.

Change Order No. 117 provides compensation to the contractor for extra work and modifications made to a concrete barrier and metal guard railing that were in conflict with an existing box culvert near the Chester on-ramp. Also, revisions to the roadway were necessary to match the newly constructed soundwall in this area to the roadway grades. These revisions resulted in inefficiencies and remobilization of construction crews and equipment which will be compensated at a force account in accordance with the contract documents. This change order results in an estimated increase of \$103,797.50.

Change Order No. 126 provides compensation to the contractor for additional work at the drainage basin near the southbound SR-99 Ming Ave on-ramp. Per Caltrans recommendation, a maintenance road was added to provide safe and adequate access to the basin. Because of this change, the slope grading in the basin also had to be slightly modified. This change order results in an estimated increase of \$30,000.00.

Change Order No. 127 provides compensation to the contractor for modifications to two drainage systems on northbound SR-99 and one on the southbound direction near the Ming Ave on/off ramps. During construction, a conflict between the drainage systems and the roadway structural section was discovered. The clearance between concrete paving and the drainage systems did not provide adequate cover over the storm drain pipe. Revisions to the plans were necessary to clear this conflict. These revisions included the removal and re-installation of portions of the drainage system and the reconstruction of a drop inlet concrete box. This change order results in an estimated increase of \$30,000.00.

Change Order No. 136 provides compensation to the contractor for the construction of a "bottomless culvert" necessary to protect an existing 48" sewer vitrified clay mainline that was in direct conflict with the structural section of the roadway near the eastbound SR-58 Chester on-ramp. This conflict was discovered while grading the mainline outside lane prior to paving it. The designers and Caltrans proposed to build this "Bottomless Culvert" as it is an approved Caltrans Standard Structure, and it is the easiest and quickest solution to keep the project moving forward. This work will be performed at a force account and payment will be made after the City's construction management consultant verifies all extra work tickets for time and materials. This change order results in an estimated increase of \$85,000.00.

The net cost increase of Contract Change Order Nos. 108, 113, 117, 126, 127, and 136 is \$618,686.15. The sum of all change orders to date on this project reflects a total cost increase of \$5,441,107.68 (which results in a 6.65 percent increase of the original contract amount) as illustrated below:

Original Contract Amount	= \$81,879,526.20
Previous Change Orders	= \$ 4,822,421.53
Current Change Orders No.108, 113, 117, 126, 127, and 136	= \$ 618,686.15

Amended Contract Agreement after CCOs	= \$87,320,633.88
Net Increase to date	= \$ 5,441,107.68

The contractor has held these contract change orders for several months for review and signature, however the contractor has yet to review them. In some cases, the contractor has provided new prices for items of work that are practically the same scope as the original bid items. The engineer is not able to justify added cost as provided by the contractor. Consequently, staff recommends unilateral approval of these change orders immediately using the engineer's calculated quantities and without the contractor's signature. If the contractor later submits acceptable justification for a revision to any of these change orders, staff will review the additional information and, if changes are warranted, a revised contract change order will be placed on a future City Council agenda.

Adequate federal and local funds have been previously budgeted to cover these additional costs. Federal earmark funds cover 80 percent of costs with utility surcharges providing the remainder. There is no General Fund impact associated with these change orders.

ATTACHMENTS:

Description	Type
▣ Contract Change Order No 108	Agreement
▣ Contract Change Order No 113	Agreement
▣ Contract Change Order No 117	Agreement
▣ Contract Change Order No 126	Agreement
▣ Contract Change Order No 127	Agreement
▣ Contract Change Order No 136	Agreement

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

CONTRACT NO. 14-241 CHANGE ORDER NO. 108 P.O. NO.

PROJECT: Beltway Operational Improvement Project (BOIP) TRBI17 P.NRS 5109(213) FEDERAL NO. (S)

CONTRACTOR: Security Paving Company
ADDRESS: 2915 Fairhaven Drive
Bakersfield, CA 93309

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer

DATE:

CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer

DATE:

Increase in Contract Items at Contract Unit Prices

Increase the quantity for contract Bid Item No. 9 - Temporary Pavement Marking (Paint), No. 10 - Temporary Traffic Stripe (Paint), No. 30 - Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste), No. 39 - Remove Thermoplastic Pavement Marking, No. 40 - Remove Contrast Treatment and No. 41 - Remove Pavement Marker.

Item	Description	Est. Qty	Unit	CCO 108 % Item	Unit Price (\$)	Total (\$)
9	Temporary Pavement Marking (Paint)	1,282	SF	74.10%	\$6.00	\$7,692.00
10	Temporary Traffic Stripe (Paint)	40,000	LF	147.60%	\$1.60	\$64,000.00
30	Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	7,114	LF	28.12%	\$0.65	\$4,624.10
39	Remove Thermoplastic Pavement Marking	333	SF	23.45%	\$2.50	\$832.50
40	Remove Contrast Treatment	18,052	SF	257.52%	\$2.50	\$45,130.00
41	Remove Pavement Marker	5,991	EA	262.76%	\$1.05	\$6,290.55

Total Estimate of Increase in Contract Items at Contract Unit Prices: \$128,569.15

Estimate of Extra Work at Agreed Unit Price (Remove Painted Temporary Traffic Stripe)

Compensate the Contractor for all labor, materials, equipment and incidentals to remove painted temporary traffic stripe placed under Bid Item No. 10 - Temporary Traffic Stripe (Paint). Payment for this work shall be made at Estimate of Extra Work at Agreed Unit Price for the unit price of \$0.46 per LF for complete stripe removal and no additional compensation for any work, including mobilization, inefficiencies or traffic control, shall be made.

Description	Est. Qty	Unit	Unit Price (\$)	Total (\$)
Remove Painted Temporary Traffic Stripe	170,000	LF	\$0.46	\$78,200.00

Total Estimate of Extra Work at Agreed Unit Price: \$78,200.00

ACCOUNT NO (S)

INCREASE \$206,769.15
DECREASEBy reason of this order the time of completion will be adjusted as follows: City Council Approval Required YES X
Deferred NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date:

Contractor: Unilateral

Title:

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 33CONTRACT NO. 14-241 CHANGE ORDER NO. 113 P.O. NO. _____PROJECT: Beltway Operational Improvement Project (BOIP) PNR5 5109(213)
TRBI17 FEDERAL NO. (S) _____CONTRACTOR: Security Paving Company
ADDRESS: 2915 Fairhaven Drive
Bakersfield, CA 93309YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer

DATE: _____

CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer

DATE: _____

Pursuant to Section 4-1.05, "Changes and Extra Work", modify permanent improvements at the 'HS7' off-ramp as shown on redlined revised plan sheets X-1, X-5, L-1, L-2, L-3, PS-23, PS-24, C-76, C-78, C-102, G-2, D-2, DP-1, DP-4, E-2, added drainage detail and revised cross sections as included on sheets 3 through 33 of this contract change order. All work shall be pursuant to the contract requirements.

Estimate of Increase in Contract Items at Contract Unit Prices

Item	Description	Qty	Unit	CCO 113 % Item	Unit Price (\$)	Total (\$)
222	Midwest Guardrail System (Steel Post)	240	LF	11.21%	\$31.00	\$7,440.00
231	End Anchor Assembly (Type SFT)	1	EA	16.67%	\$800.00	\$800.00

Total Estimate of Increase in Contract Items at Contract Unit Prices: **\$8,240.00****Estimate of Decrease in Contract Items at Contract Unit Prices**

Item	Description	Qty	Unit	CCO 113 % Item	Unit Price (\$)	Total (\$)
104	Class II Aggregate Base	-399	CY	-1.14%	\$38.00	(\$15,162.00)
108	Hot Mix Asphalt (Type A)	-250	Tons	-0.71%	\$82.00	(\$20,500.00)
109	Rubberized Hot Mix Asphalt (Gap Graded)	-76	Tons	-1.08%	\$112.00	(\$8,512.00)
112	Place Hot Mix Asphalt Dike (Type E)	-205	LF	-8.72%	\$1.50	(\$307.50)
115	Place Hot Mix Asphalt Dike (Type C Modified)	-25	LF	-7.81%	\$1.50	(\$37.50)
116	Place Hot Mix Asphalt Dike (Type E Modified)	-334	LF	-13.31%	\$1.50	(\$501.00)
117	Place Hot Mix Asphalt Dike (Type F Modified)	-67	LF	-21.61%	\$1.50	(\$100.50)

Total Estimate of Decrease in Contract Items at Contract Unit Prices: **(\$45,120.50)**

Extra Work at Force Account

As directed by the Engineer, compensate the Contractor for the following as included on sheets 3 through 33 of of this contract change order:

Construct 1.0' CRCP over 0.5' LCB on 'HS7' between stations 37+96 and 39+96, including transition panels
Perform additional slope grading on 'HS7' off-ramp between stations 37+96 and 42+00
Perform conform grinding of existing HMA between stations 44+15 and 48+15.
Perform additional contour gading on 'HS7' between stations 37+96 and 44+00
Construct concrete dike (various types) on 'SR58' between stations 33+71 and 'HS7' stations 39+96
Construct concrete dike (various types) on 'SR58' between stations 37+95 and 50+67
Additional costs associated with relocation of HUB building, including PCC walkway construction
Construct added storm drain system (including pipe, minor concrete and miscellaneous iron and steel)
Construct MVP on 'HS7' stations 38+90
Construct utility bridge over existing City of Bakersfield sewer

Compensation for all labor, materials, equipment and incidentals, including traffic control, potholing, standby time and additional surveying, will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment". All work shall be pursuant to the contract requirements.

Total Estimate of Extra Work at Force Account: \$200,000.00

ACCOUNT NO (S)

INCREASE	\$163,119.50
DECREASE	

By reason of this order the time of	City Council Approval Required	YES	X
completion will be adjusted as follows:	Deferred	NO	

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: _____

Contractor: Unilateral

Title: _____

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	2	1372

Matthew Brash 06/09/14
REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612

CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301

REGISTERED PROFESSIONAL ENGINEER
MATTHEW BRASH
No. CT8433
Exp 09/30/15
CIVIL
STATE OF CALIFORNIA

NOTES:

- DIMENSIONS OF THE PAVEMENT STRUCTURES (STRUCTURAL SECTIONS) ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
- SUPERELEVATIONS ARE SHOWN ON THE SUPERELEVATION DIAGRAMS.
- LOCATIONS AND TYPES OF HMA DIKE, MGS, CONCRETE BARRIERS, SOUND WALLS, AND RETAINING WALLS ARE SHOWN ON THE LAYOUTS AND THE SUMMARY OF QUANTITIES SHEETS.

ABBREVIATIONS:

RHMA-G RUBBERIZED HOT MIX ASPHALT (GAP GRADED)

- LCB located between 'HS7' station 39+36 and 39+96 shall be integrally colored red (Federal Color 21105)

TYPICAL PAVEMENT STRUCTURE SECTIONS

- 1.00' CRCP
0.25' HMA (TYPE A)
- 0.20' RHMA-G
0.45' HMA (TYPE A)
1.30' CI 2 AB
- 0.20' RHMA-G
0.45' HMA (TYPE A)
0.90' CI 2 AB
- 0.20' RHMA-G
0.15' HMA (TYPE A)
- 0.85' JPCP
0.10' HMA (TYPE A)
0.35' LCB
- 0.20' RHMA-G
0.45' HMA (TYPE A)
1.10' CI 2 AB
- 0.20' RHMA-G
0.45' HMA (TYPE A)
2.00' CI 2 AB
- 0.85' JPCP
0.10' HMA (TYPE A)
0.35' LCB
0.70' CI 2 AS
- 0.20' RHMA-G
0.20' COLD PLANE AC Pvm+
0.50' CI 2 AB
- 0.25' HMA (TYPE A)
0.50' CI 2 AB
- 0.25' MINOR Conc (TEXTURED PAVING)
0.50' CI 2 AB
- 1.00' HMA (TYPE A)
- 0.33' MINOR Conc (TEXTURED PAVING)
0.20' CI 2 AB
- 0.80' HMA (TYPE A)
0.45' CI 2 AB
- 0.25' HMA (TYPE A)
0.35' CI 2 AB
- 1.00' CRCP (See Note 4)
0.50' LCB
- 0.25' MINOR Conc (TEXTURED PAVING)
0.75' CI 2 AB
0.50' LCB (INTEGRAL COLORED CONCRETE RED Fed Std 21105)

EXISTING PAVEMENT STRUCTURE SECTIONS

- 0.30' AC (TYPE B)
0.75' CI 2 AB
- 0.70' PCC
0.40' CTB (CI A)
- 0.20' AC (TYPE B)
0.50' CI 2 AB
- 1.00' CRCP
0.25' HMA (TYPE A)
- 0.60' HMA (TYPE A)
- 0.60' HMA (TYPE A)
0.70' CI 2 AB
- 0.35' AC (TYPE B)
0.85' CTB (CI A)
- 0.40' AC (TYPE B)
0.85' CTB (CI A)
- 0.25' AC
0.50' AB
- 0.75' PCC
0.33' RMCTB
0.33' AB
- 0.66' PCC
0.33' CTB
0.33' AB
- 0.85' PCC
0.50' LCB
- 0.65' AC (TYPE B)
- 0.29' AC
0.67' AB
0.33' AS
- 0.29'-0.17' HMA (TYPE A)
0.67'-0.65' AB
0.33' AS
- 0.25' AC (TYPE B)
0.50' CI 2 AB
0.75' CI 2 AS
- 0.75' PCC
0.33' CTB (CI A)
0.42' CI 2 AS
- 0.67' PCC
0.33' CTB (CI B)
0.33' CI 2 AB
0.50' CI 2 AS
- 0.33' HMA (TYPE A)
0.67' AB
0.33' AS
- 0.33' HMA (TYPE A)
0.67'-0.55' AB
0.33' AS
- 0.33' HMA (TYPE A)
0.67' CTB
0.83' AS
- 0.33' HMA (TYPE A)
0.67' CTB (CI B)
0.75' AS
- 0.29' AC
0.67' CTB (CI B)
0.75' AS
- 0.29' AC
0.67' CTB (CI B)
0.75' AS
- 0.30' AC
0.35' AB
0.85' AS
- 0.25' HMA (TYPE A)

DESIGN DESIGNATION - ROUTE 58

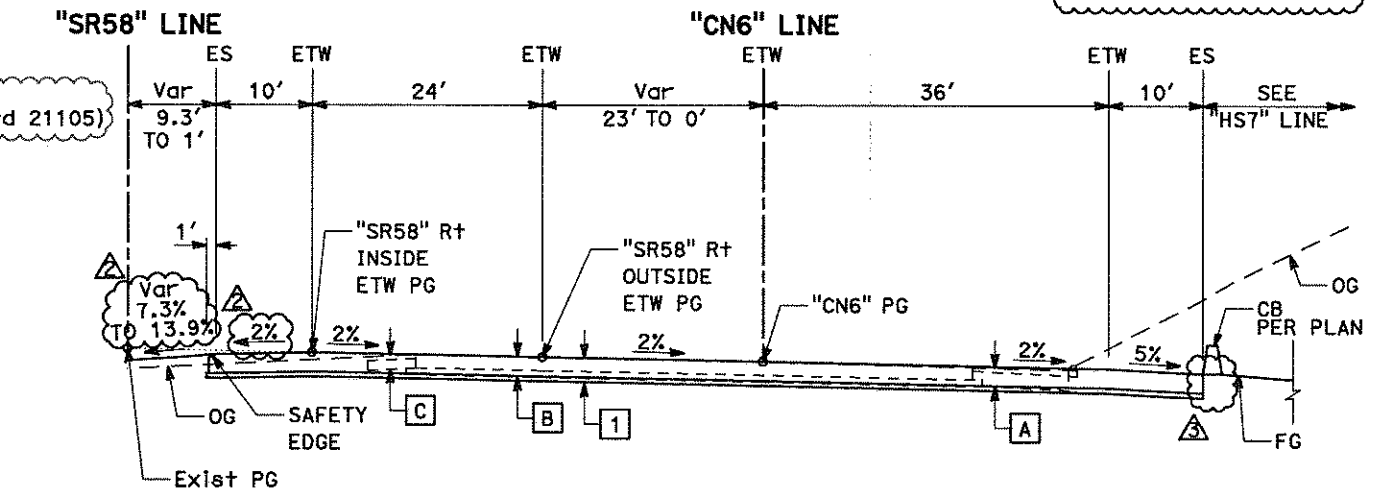
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ADT (2036)	167,000	T	12%
DHV	16,700	V	65 mph
ESAL	130,260,000	TI ₄₀	18

PAVEMENT CLIMATE REGION: INLAND VALLEY

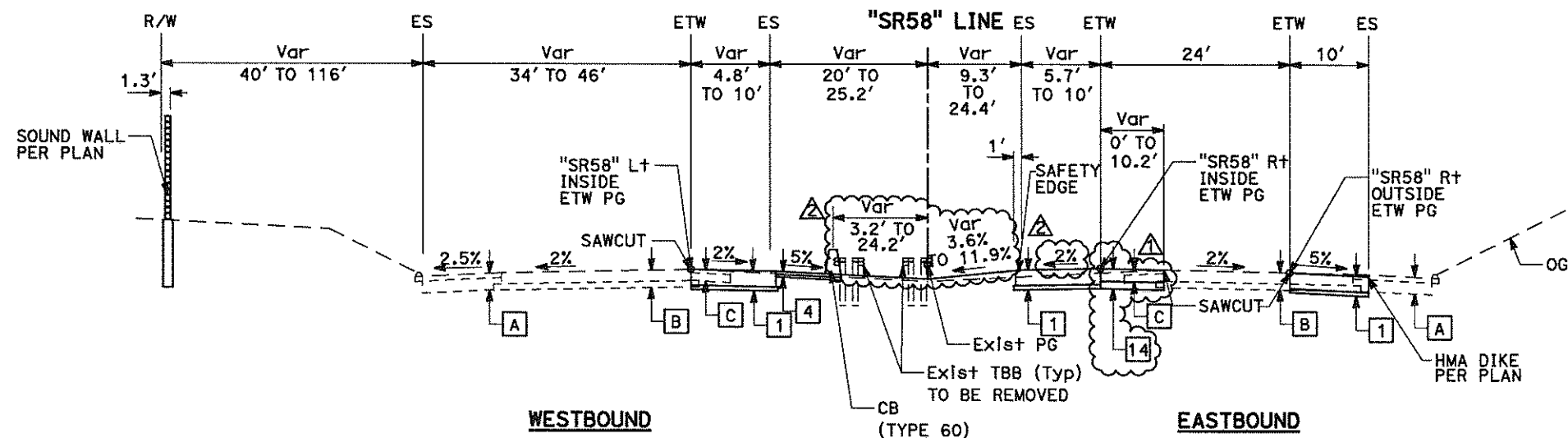
DESIGN DESIGNATION - ROUTE 99

ADT (2012)	136,000	D	54%
ADT (2036)	191,000	T	12%
DHV	19,100	V	65 mph
ESAL	151,320,000	TI ₄₀	18

PAVEMENT CLIMATE REGION: INLAND VALLEY



ROUTE 58 "SR58" 51+44.25 TO "SR58" 61+00.34



"SR58" 30+72.04 TO "SR58" 54+09.06

ROUTE 58

"SR58" 30+74.90 TO "SR58" 51+44.25

TYPICAL CROSS SECTIONS

NO SCALE

X-1

CCO No. 113 - Sheet 4 of 33

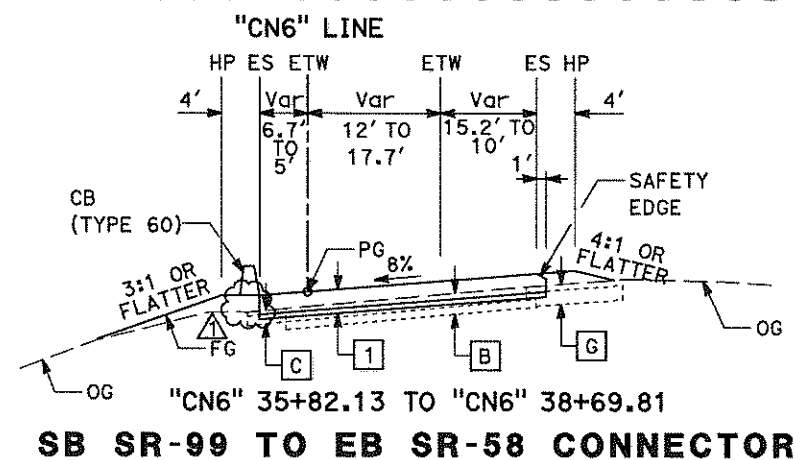
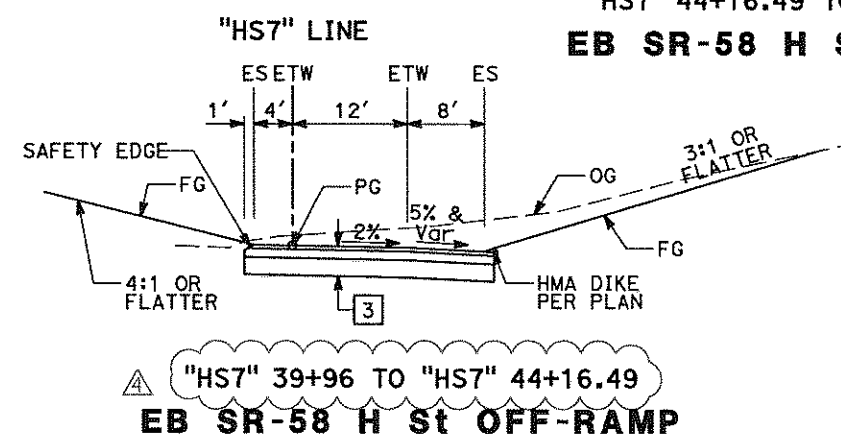
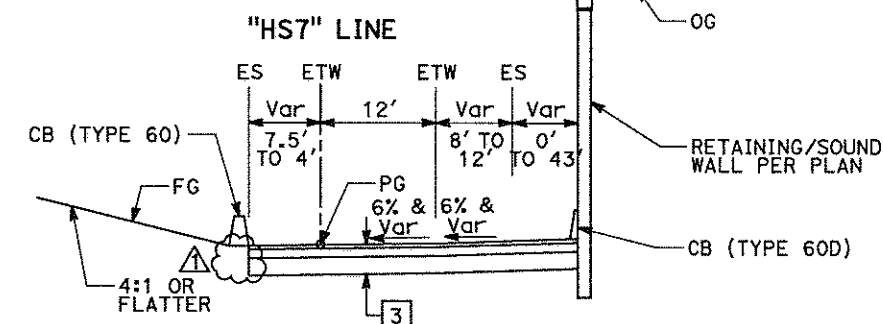
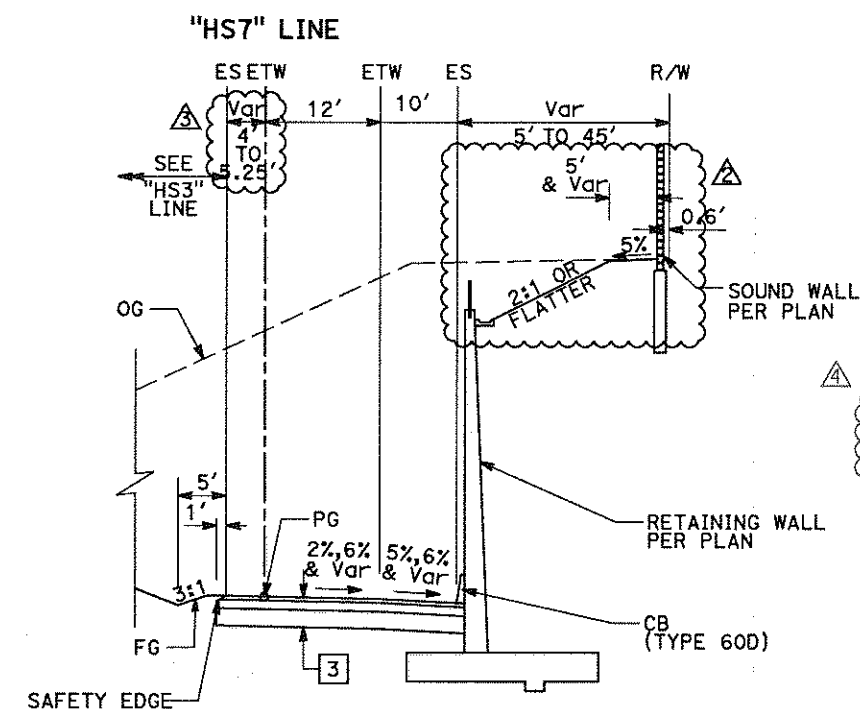
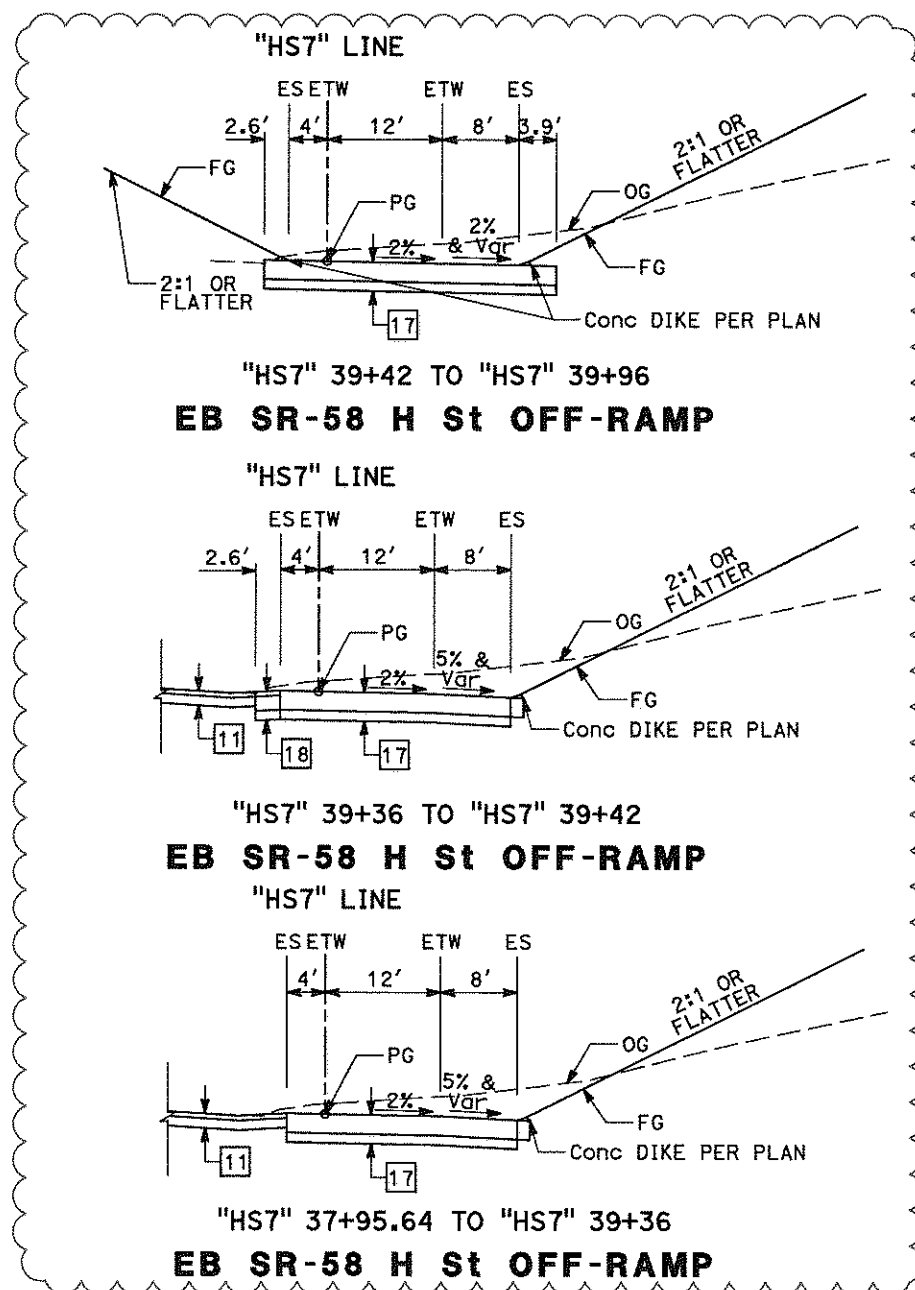
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	6	1372

Matthew Brash	06/09/14
REGISTERED CIVIL ENGINEER	DATE

PLANS APPROVAL DATE	
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THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.	
---	--

PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612	CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301
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ADDENDUM No. 4

TYPICAL CROSS SECTIONS

NO SCALE

X-5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CHECKED BY	REVISOR	DATE	REVISION
	GLEN PARKER	NADYA HERNANDEZ	MBW	01/02/18	02/15/18
		MATTHEW BRASH	MBW	06/14/18	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
NADYA HERNANDEZ
MATTHEW BRASH
GLEN PARKER

CCO No. 113 - Sheet 5 of 33

Dist COUNTY ROUTE POST MILES TOTAL PROJECT SHEET TOTAL
06 Ker 58 99 R52.3/R55.4 22.1/22.7 16 1372

Matthew Brash 06/09/14
REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612

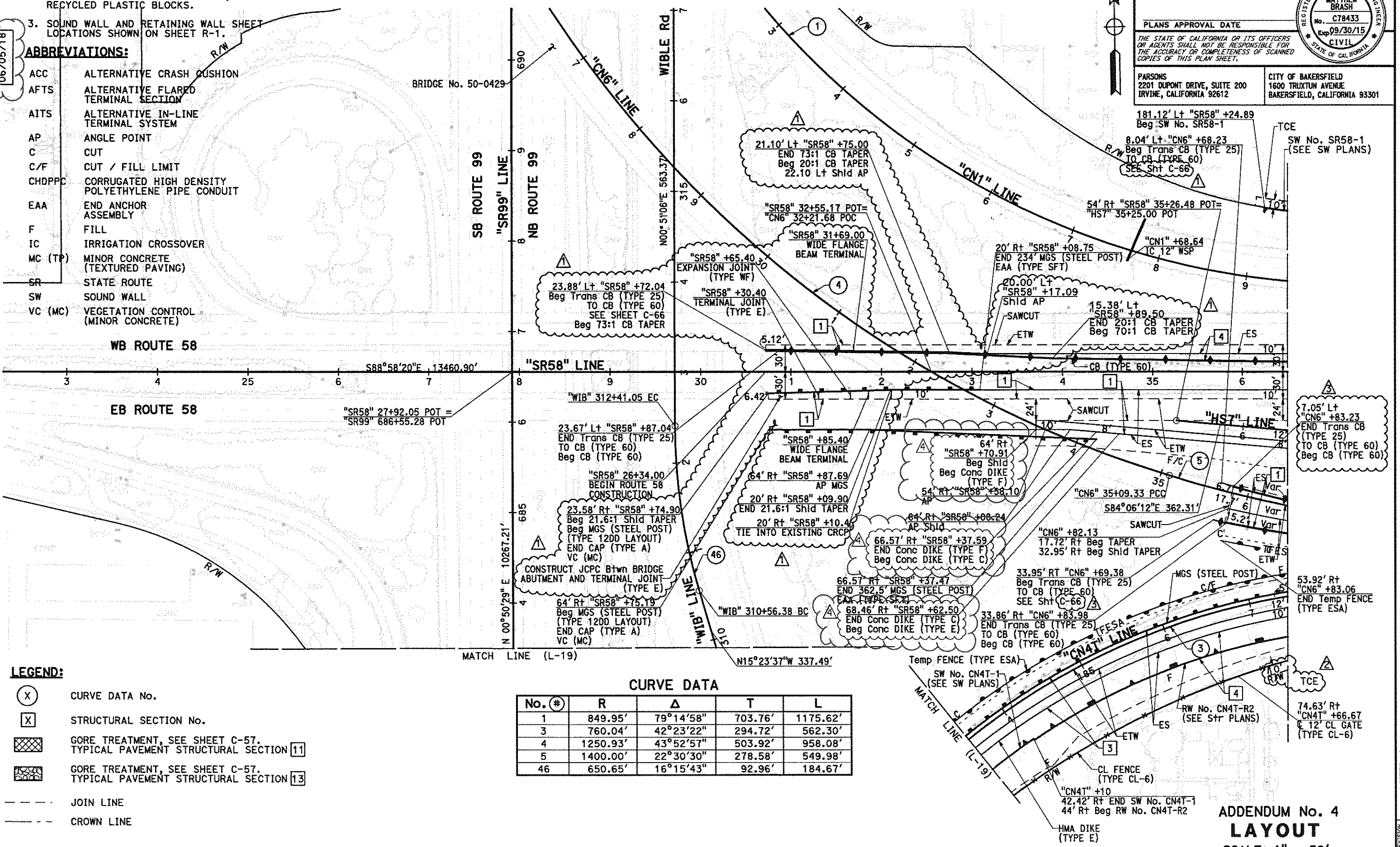
CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301

NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR MIDWEST GUARDRAIL SYSTEMS, USE RECYCLED PLASTIC BLOCKS.
- SOUND WALL AND RETAINING WALL SHEET LOCATIONS SHOWN ON SHEET R-1.

ABBREVIATIONS:

- ACC ALTERNATIVE CRASH CUSHION
AFTS ALTERNATIVE FLARED TERMINAL SECTION
AITS ALTERNATIVE IN-LINE TERMINAL SYSTEM
AP ANGLE POINT
C CUT
C/F CUT / FILL LIMIT
CHDPPC CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT
EAA END ANCHOR ASSEMBLY
F FILL
IC IRRIGATION CROSSOVER
MC (TP) MINOR CONCRETE (TEXTURED PAVING)
SR STATE ROUTE
SW SOUND WALL
VC (MC) VEGETATION CONTROL (MINOR CONCRETE)



LEGEND:

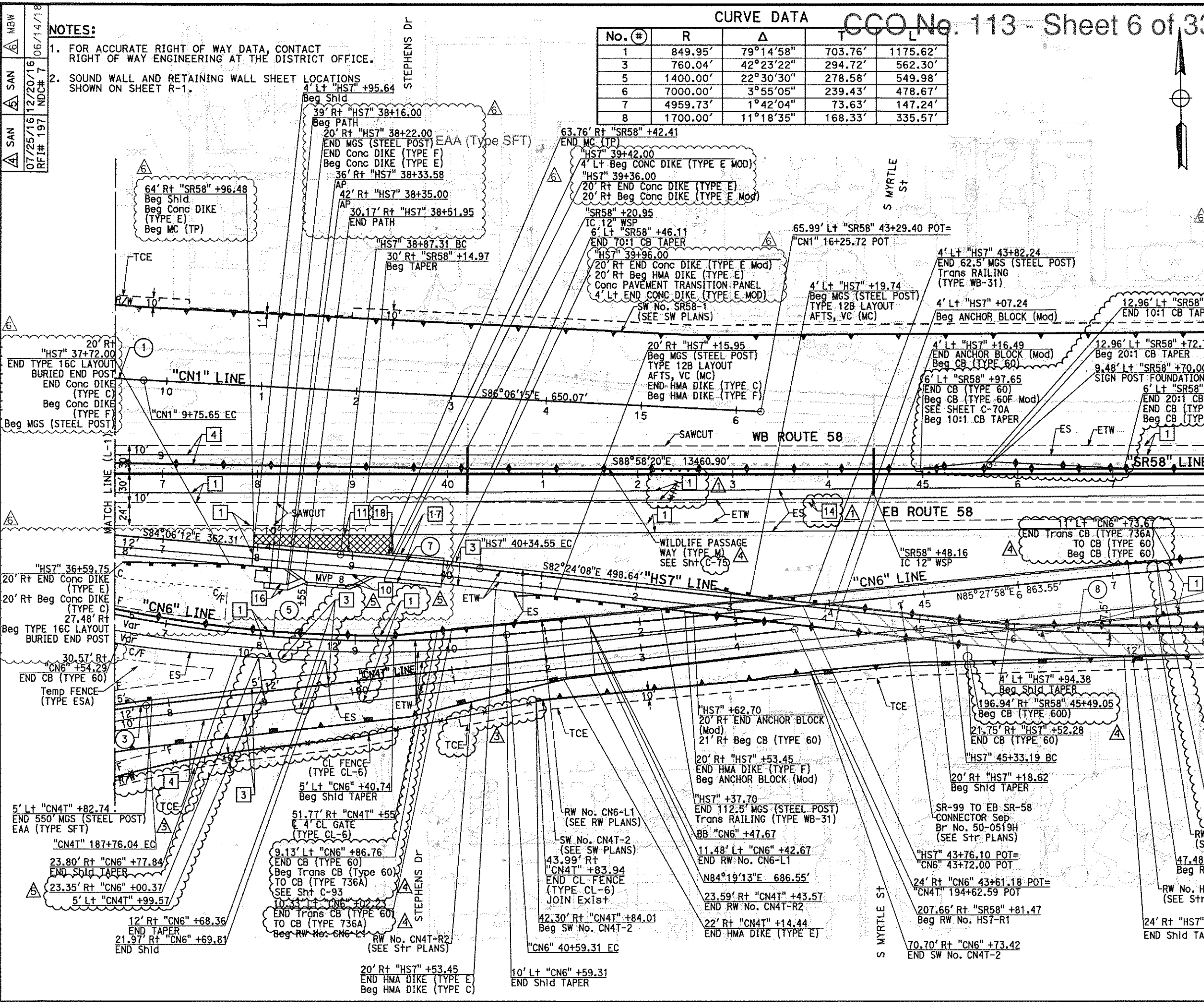
- (X) CURVE DATA No.
(X) STRUCTURAL SECTION No.
GORE TREATMENT, SEE SHEET C-57.
TYPICAL PAVEMENT STRUCTURAL SECTION 11
GORE TREATMENT, SEE SHEET C-57.
TYPICAL PAVEMENT STRUCTURAL SECTION 13
--- JOIN LINE
--- CROWN LINE

CURVE DATA

No. (#)	R	Δ	T	L
1	849.95'	79°14'58"	703.76'	1175.62'
3	760.04'	42°23'22"	294.72'	562.30'
4	1250.93'	43°52'57"	503.92'	958.08'
5	1400.00'	22°30'30"	278.58'	549.98'
46	650.65'	16°15'43"	92.96'	184.67'

ADDENDUM No. 4
LAYOUT
SCALE: 1" = 50'

L-1



CURVE DATA

No. #	R	Δ	T	L
1	849.95'	79°14'58"	703.76'	1175.62'
3	760.04'	42°23'22"	294.72'	562.30'
5	1400.00'	22°30'30"	278.58'	549.98'
6	7000.00'	3°55'05"	239.43'	478.67'
7	4959.73'	1°42'04"	73.63'	147.24'
8	1700.00'	11°18'35"	168.33'	335.57'

- NOTES:
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
 2. SOUND WALL AND RETAINING WALL SHEET LOCATIONS SHOWN ON SHEET R-1.

CCO No. 113 - Sheet 6 of 33

Dist	COUNTY	ROUTE	POST MILES	SHEET	TOTAL SHEETS
06	Ker	58	R52.3/R55.4	17	1372

Matthew Brash
REGISTERED CIVIL ENGINEER
DATE 06/09/14

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

CITY OF BAKERSFIELD
1600 TRUXTON AVENUE
BAKERSFIELD, CALIFORNIA 93301

Scott Neff
REGISTERED CIVIL ENGINEER
DATE 06/18/18

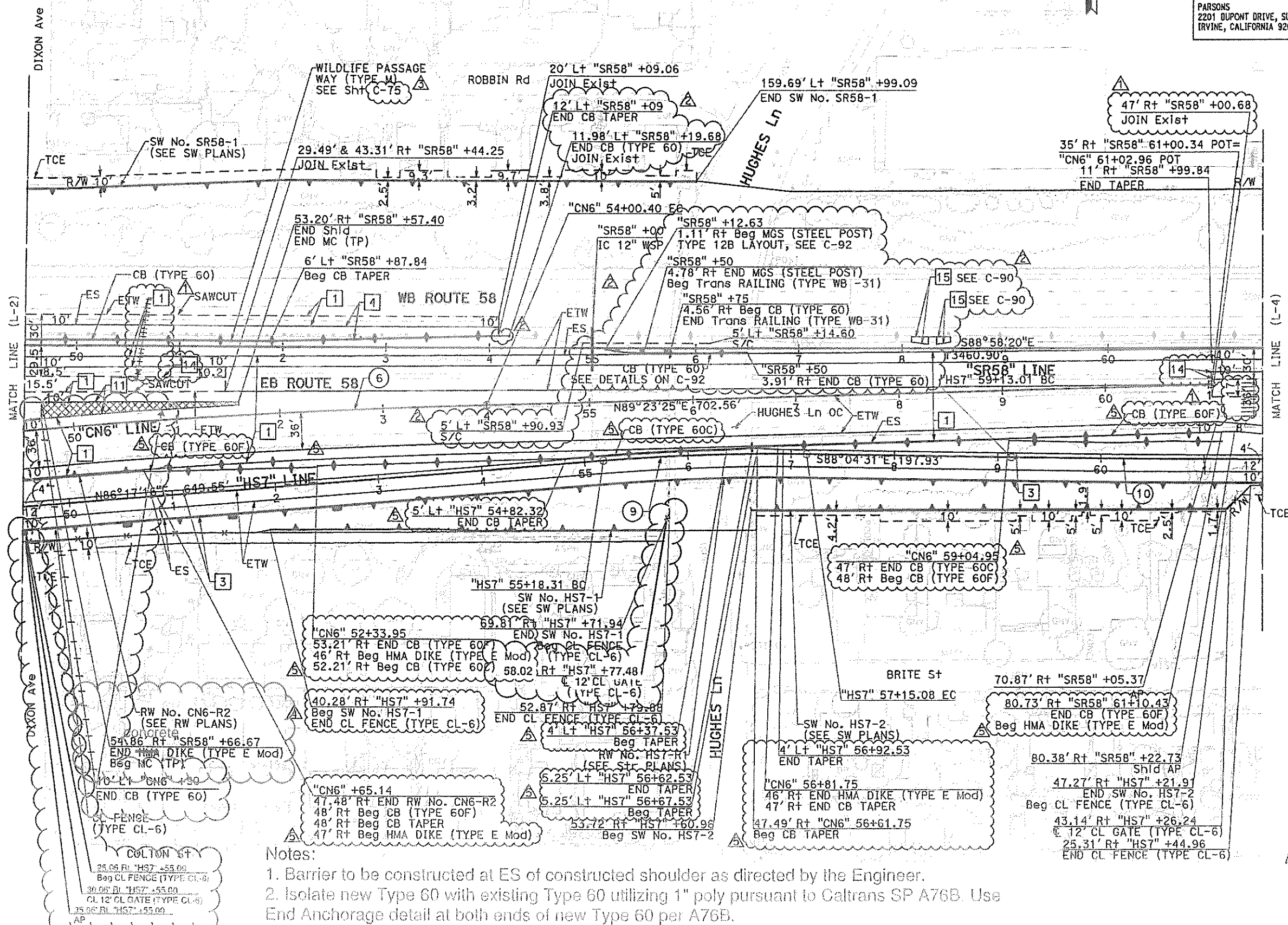
Matthew Brash
REGISTERED CIVIL ENGINEER
DATE 06/09/14

SCOTT NEFF
REGISTERED CIVIL ENGINEER
No. C52992
Exp. 12/31/18
CIVIL
STATE OF CALIFORNIA

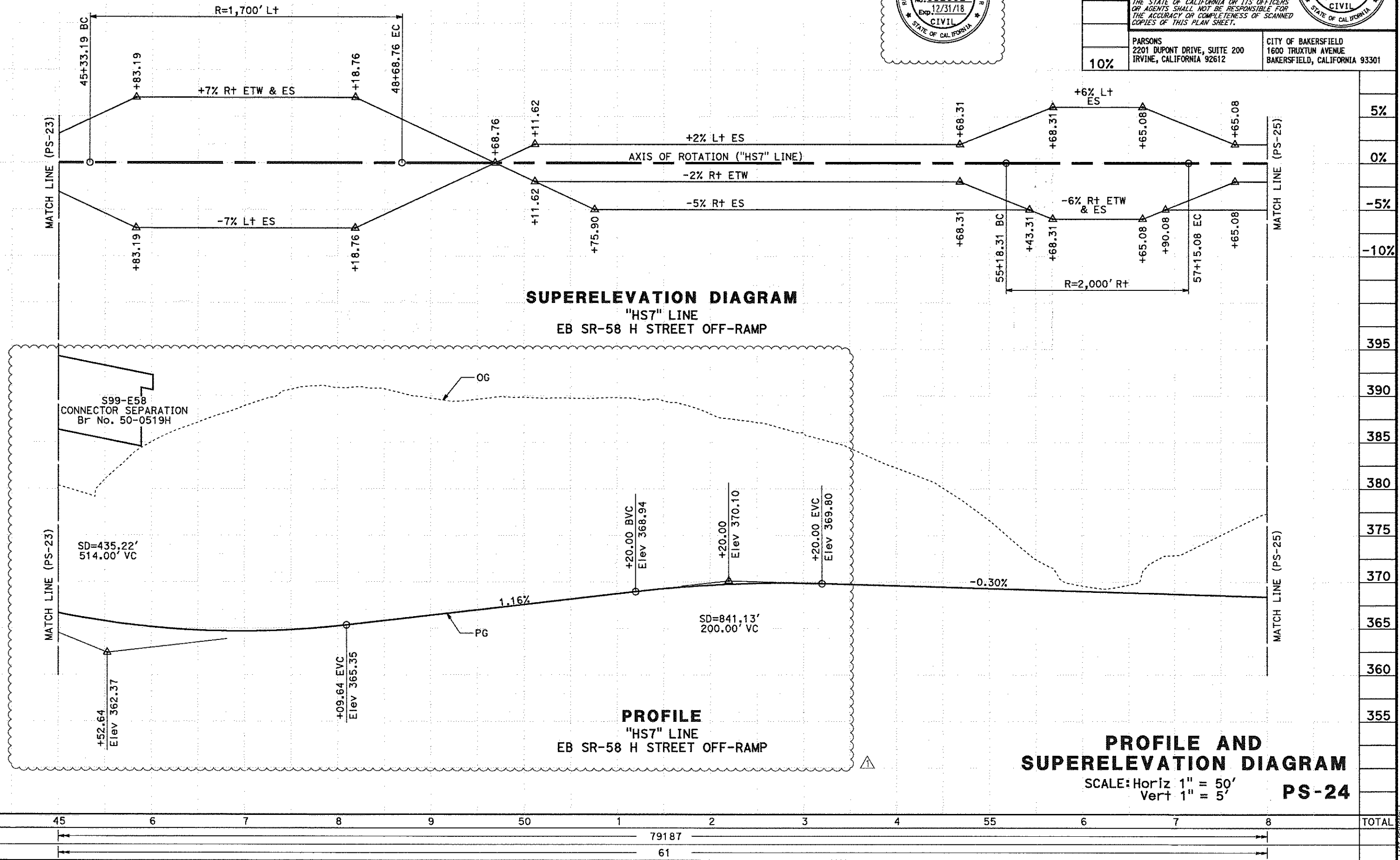
Conform grind existing HMA (Approx. 1,250 SOYD) as directed by the Engineer


No. #	R	Δ	T	L
6	7000.00'	3°55'05"	239.43'	478.67'
9	2000.00'	5°38'13"	98.46'	196.77'
10	20000.00'	0°53'40"	156.14'	312.27'

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. SOUND WALL AND RETAINING WALL SHEET LOCATIONS SHOWN ON SHEET R-1.



1998



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	146	1372
Matthew Brash			06/09/14	REGISTERED CIVIL ENGINEER DATE	
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612					

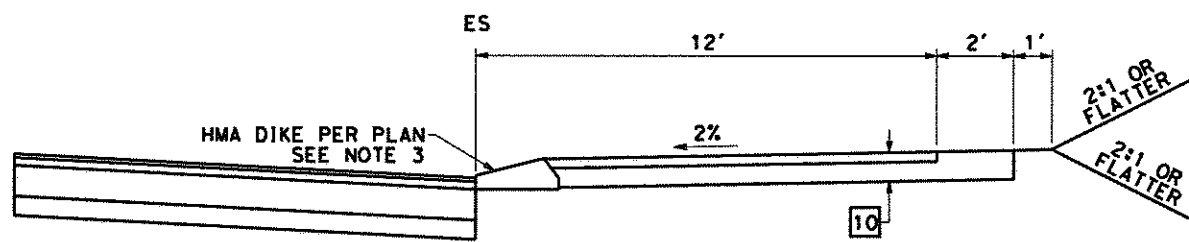
NOTES:

1. IF THERE IS AN IRRIGATION SYSTEM, IT SHALL BE LOCATED BEHIND MAINTENANCE VEHICLE PULLOUTS.
2. FOR TYPE OF HMA DIKE AT MVP, SEE LAYOUT PLANS.
3. PROTECT IN PLACE EXIST DIKE WHEN MVP IS ONLY ITEM OF WORK AT LOCATION.

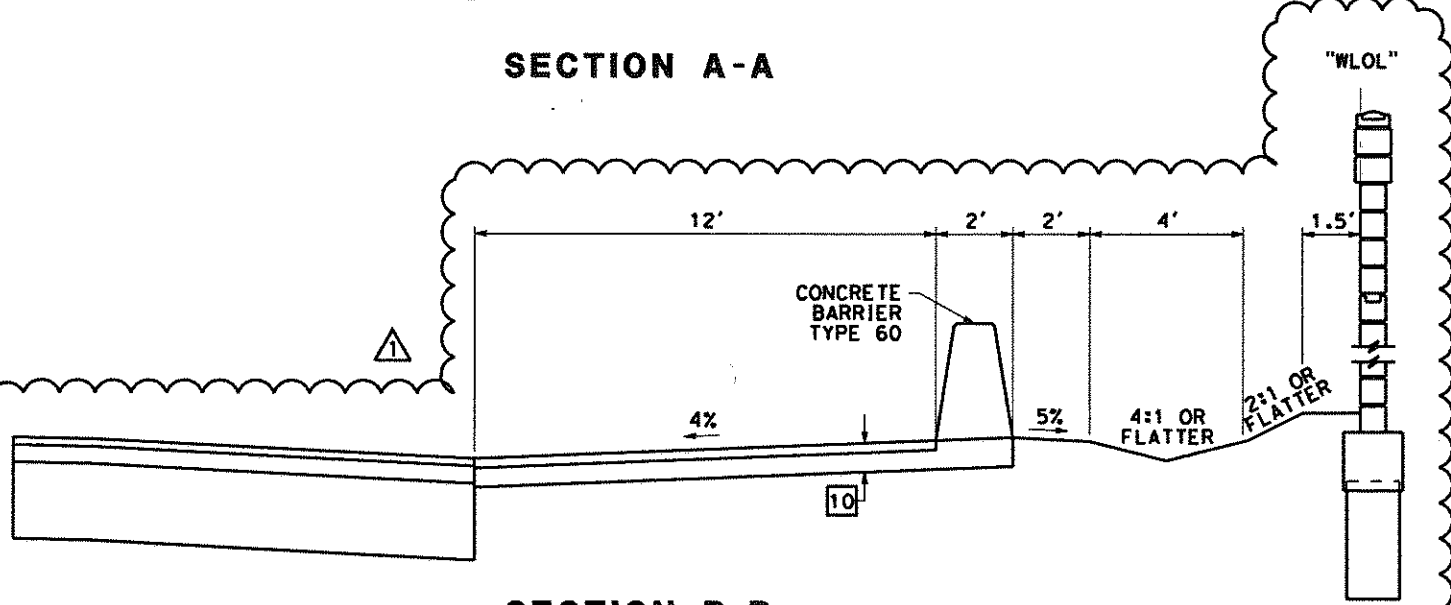
LEGEND:

10 PAVEMENT STRUCTURE SECTION
SEE Sht X-1

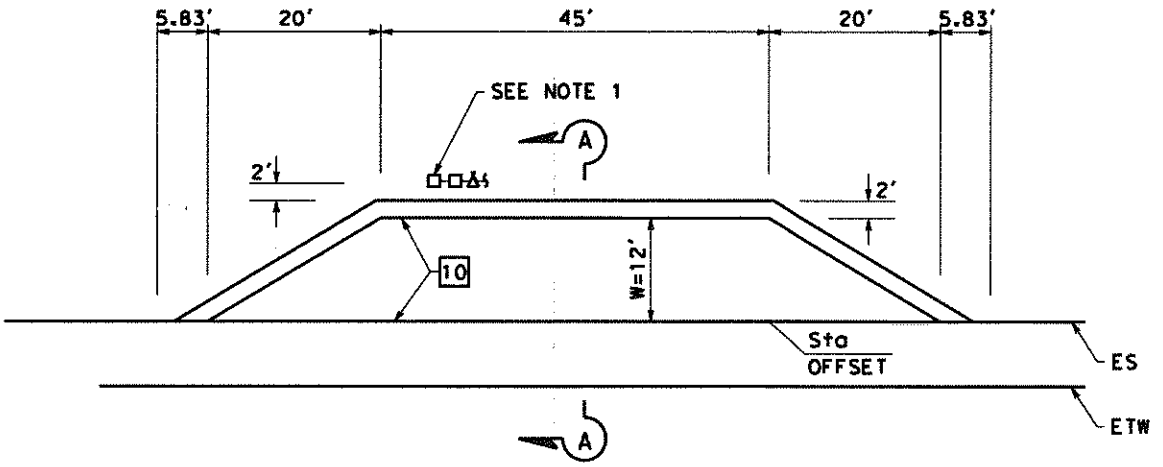
05/07/18
REGISTERED CIVIL ENGINEER DATE
SCOTT NEFF
No. C52992
Exp. 12/31/18
CIVIL
STATE OF CALIFORNIA



SECTION A-A

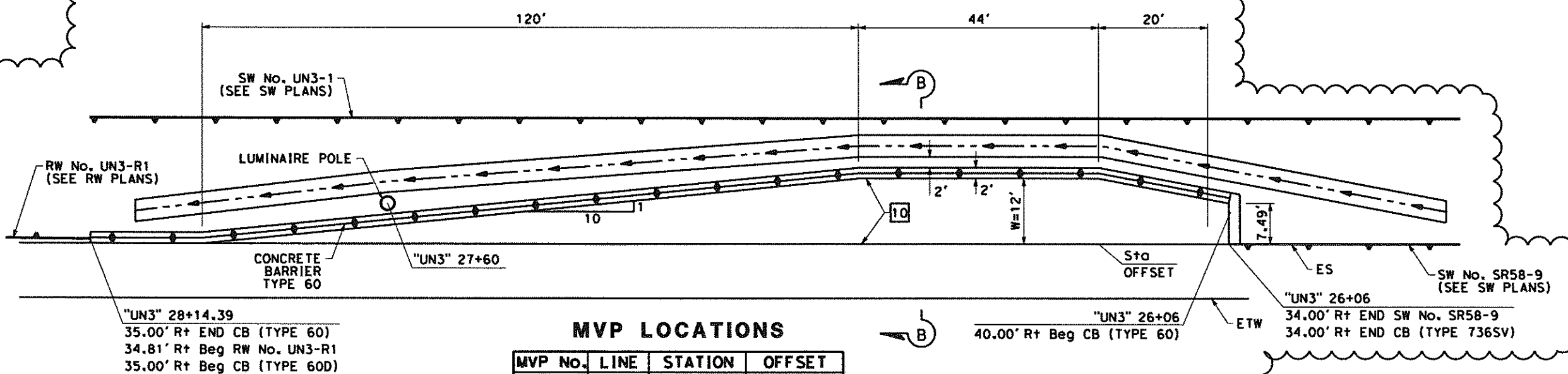


SECTION B-B



MVP LOCATIONS

MVP No.	LINE	STATION	OFFSET
1	"CH4"	91+80.00	34' Rt
2	"UN3"	31+82.00	4' Lt
3	"MI2"	33+15.00	4' Rt
4	"SR58"	130+78.00	230' Rt
5	"UN4"	37+75.00	23' Rt
6	"UN5"	7+20.00	2' Rt
8	"HS7"	38+55.00	20' Rt

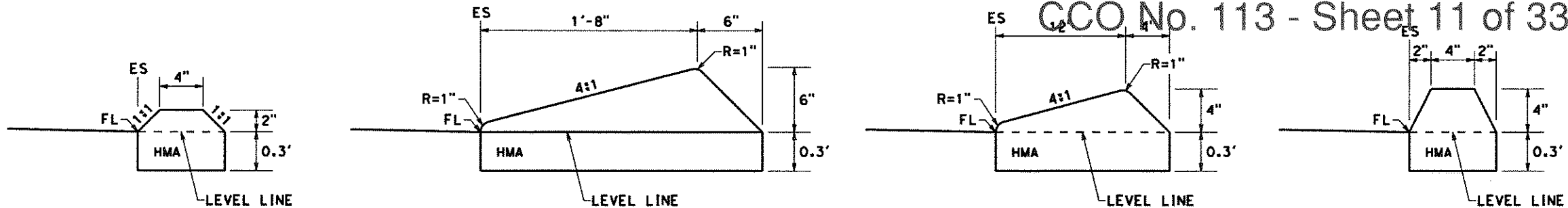
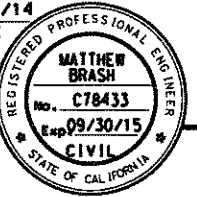


MVP LOCATIONS

MVP No.	LINE	STATION	OFFSET
7	"UN3"	26+30.00	34' Rt

CONSTRUCTION DETAILS
(MAINTENANCE VEHICLE PULLOUT)
NO SCALE
C-76

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	148	1372
Matthew Brash REGISTERED CIVIL ENGINEER DATE 06/09/14 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612			CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301		

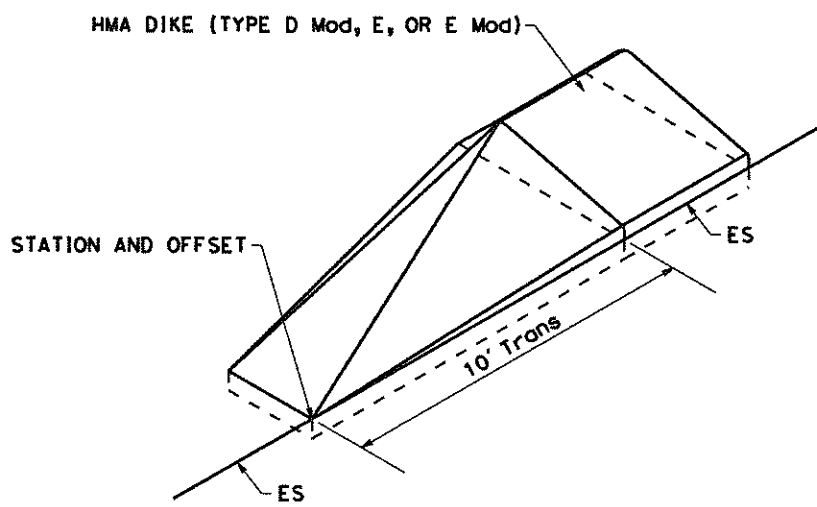


**HMA DIKE
(TYPE C Mod)**

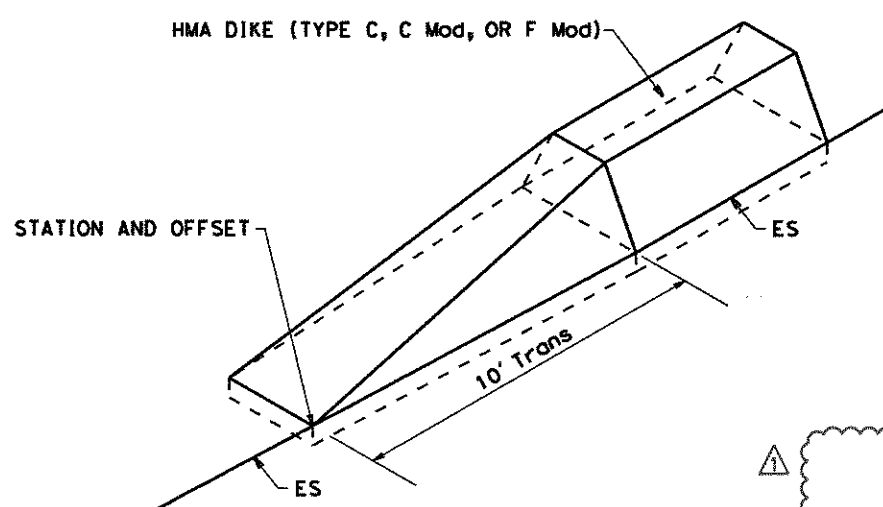
**HMA DIKE
(TYPE D Mod)**

**HMA DIKE
(TYPE E Mod)**

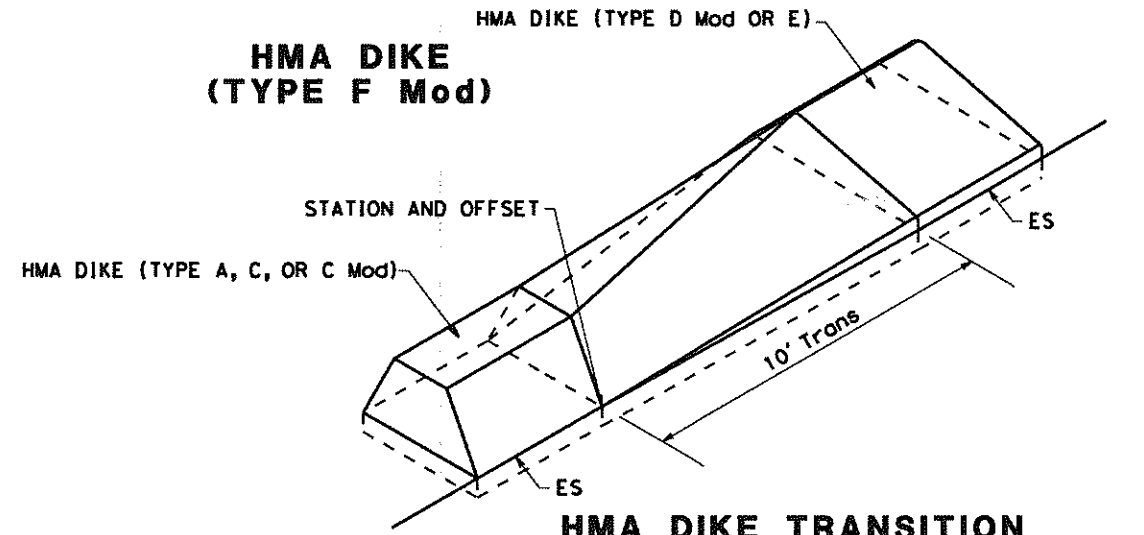
**HMA DIKE
(TYPE F Mod)**



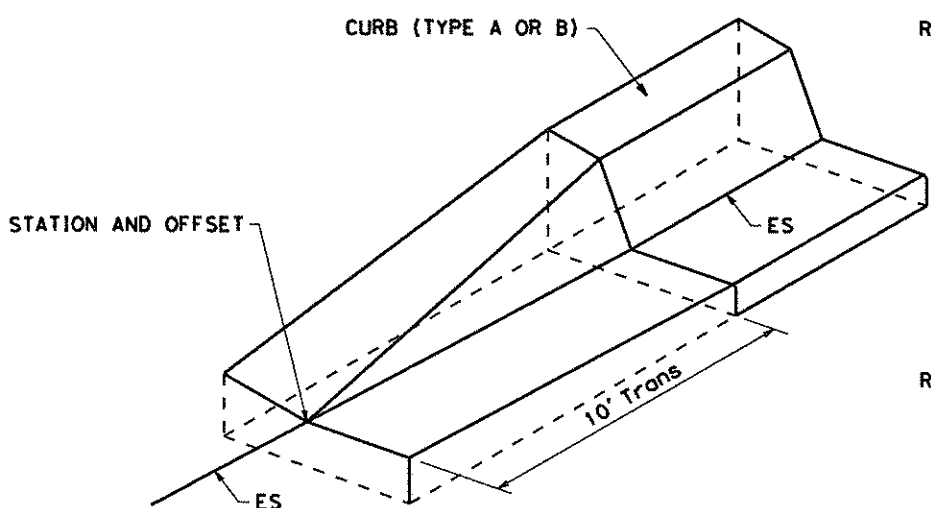
**HMA DIKE TERMINUS TRANSITION
(TYPE D Mod, E, OR E Mod)**



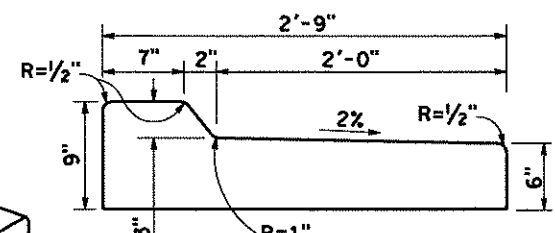
**HMA DIKE TERMINUS TRANSITION
(TYPE C, C Mod, OR F Mod)**



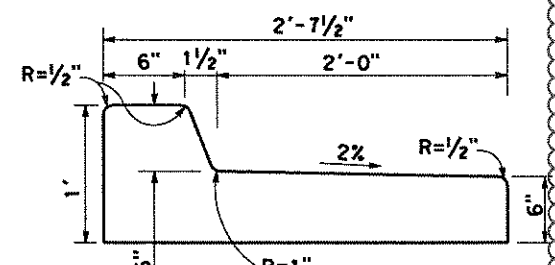
**HMA DIKE TRANSITION
(TYPE A, C, OR C Mod TO TYPE D Mod OR E)**



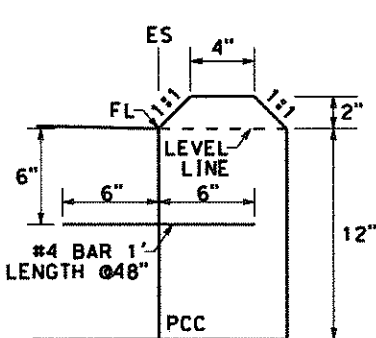
**CURB TERMINUS TRANSITION
(TYPE A AND B)**



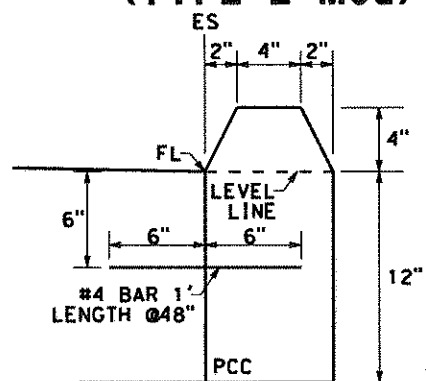
CURB (TYPE B4 Mod)



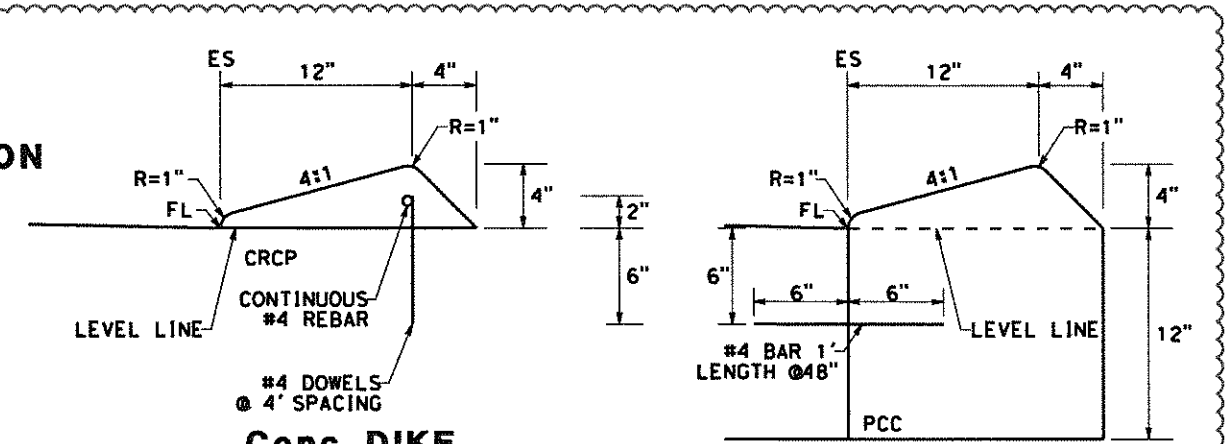
CURB (TYPE A2-6 Mod)



**CONC DIKE
(TYPE C)**



**CONC DIKE
(TYPE F)**



**Conc DIKE
(TYPE E Mod)**

**CONC DIKE
(TYPE E)**

**CONSTRUCTION DETAILS
(CURB AND DIKE TRANSITION)
NO SCALE
C-78**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
MBW
REVISED BY
LIRONG WEI
CALCULATED BY
GLEN PARKER
DESIGNED BY
MATTHEW BRASH
CHECKED BY
DATE REVISED
05/30/18


1. CRCP TO EXTEND 2.6' PAST THE LEFT ES AND 3.9' PAST THE RIGHT ES.



NO SCALE

C-102

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



CONSULTANT FUNCTIONAL SUPERVISOR

GLEN PARKER

CHECKED BY

CALCULATED-DESIGNED BY

MATTHEW BRASH

REVISOR

CTY

DATE

06/14/18

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

CCO No. 113 - Sheet 13 of 33

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	202	1372

Matthew Brash

06/09/14

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

CITY OF BAKERSFIELD
1600 TRUXTON AVENUE
BAKERSFIELD, CALIFORNIA 93301

REGISTERED PROFESSIONAL ENGINEER

MATTHEW BRASH

No. C78433

Exp 09/30/15

CIVIL

STATE OF CALIFORNIA

Scott Neff

06/18/18

REGISTERED CIVIL ENGINEER

DATE

REGISTERED PROFESSIONAL ENGINEER

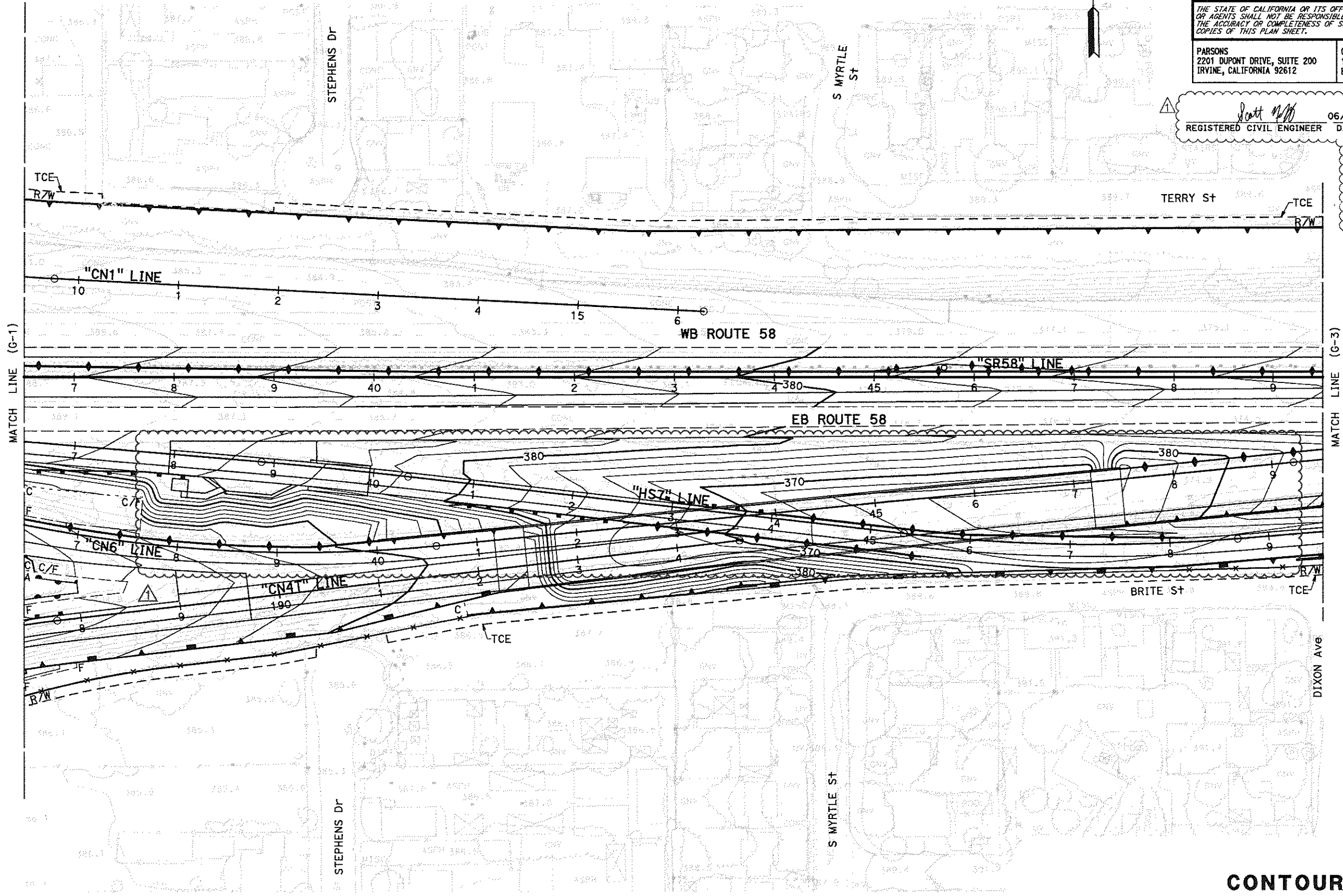
SCOTT NEFF

No. C52992

Exp 12/31/18

CIVIL

STATE OF CALIFORNIA

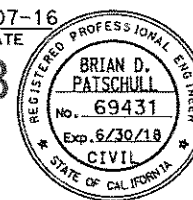


THIS PLAN ACCURATE FOR CONTOUR GRADING WORK ONLY

CONTOUR GRADING
SCALE: 1" = 50'
G-2

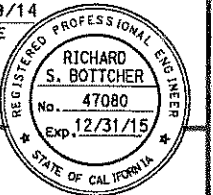
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. ALL EXISTING PIPES ARE 24" RCP UNLESS OTHERWISE SPECIFIED.

12000 Kato 11-07-16
REGISTERED CIVIL ENGINEER DATE



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	221	1372

Richard S. Bottcher 06/09/14
REGISTERED CIVIL ENGINEER DATE

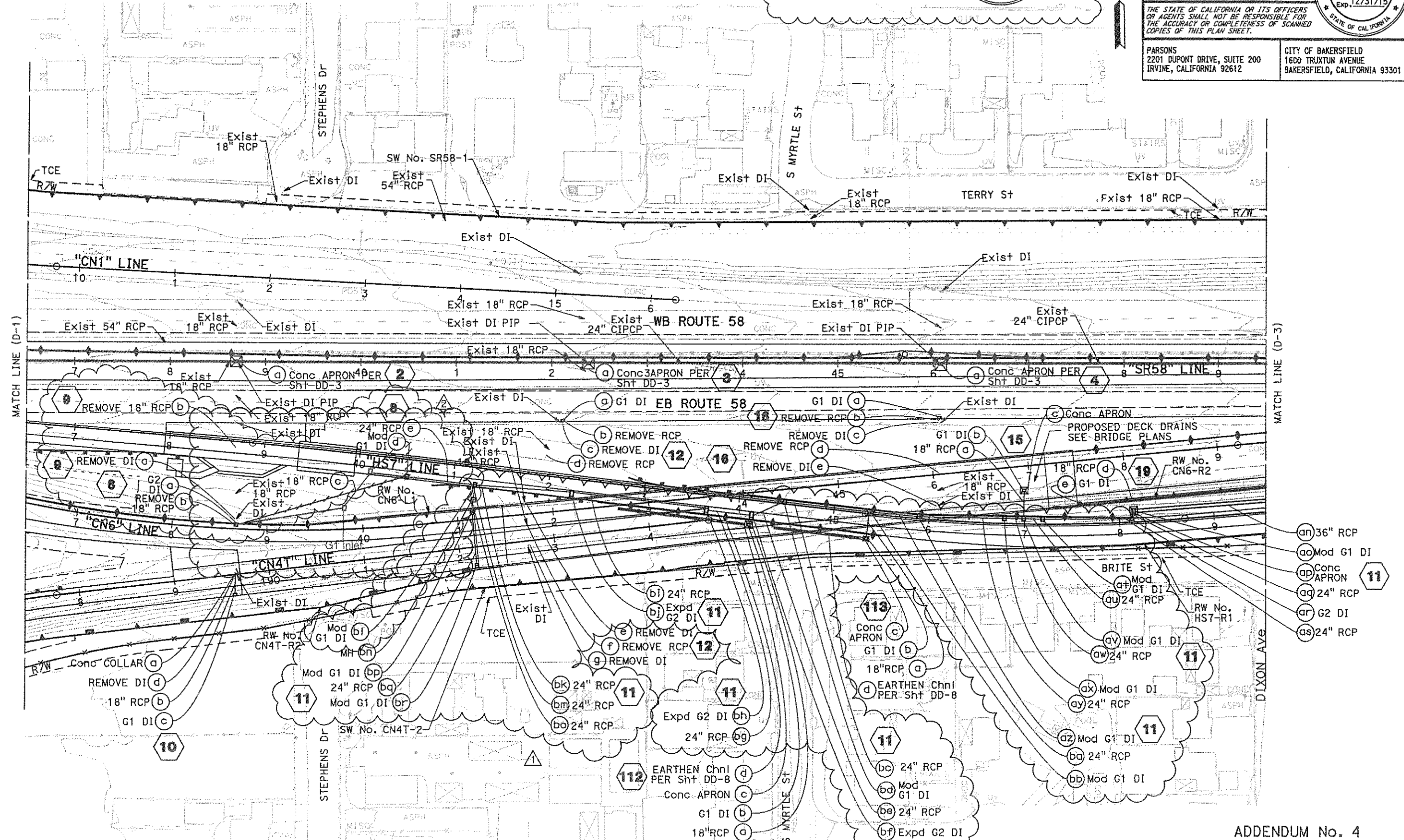


07/03/14
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

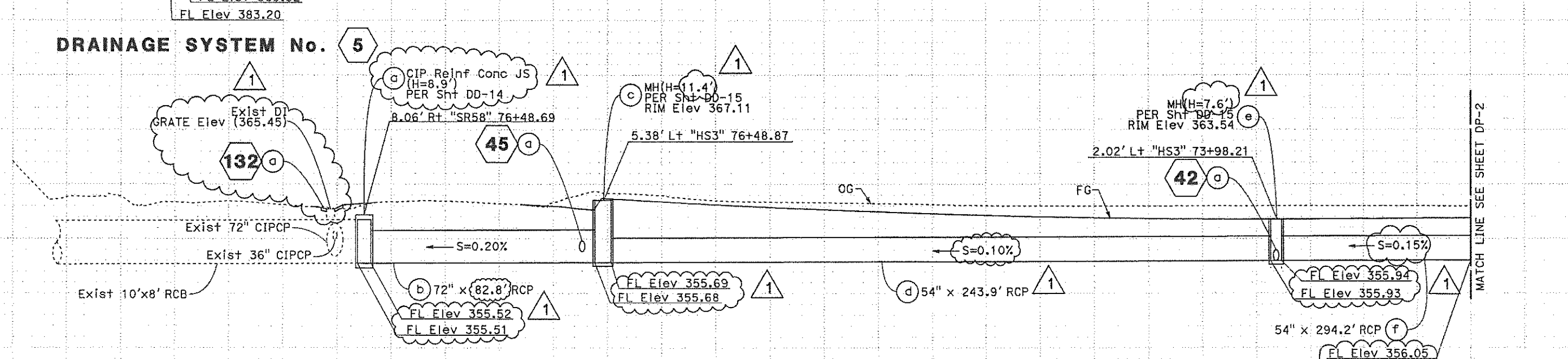
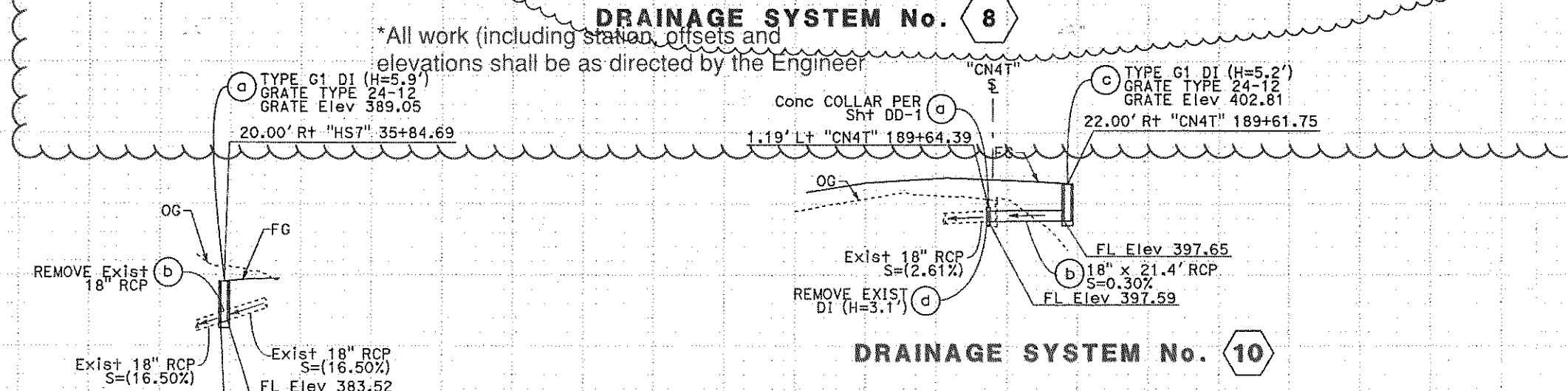
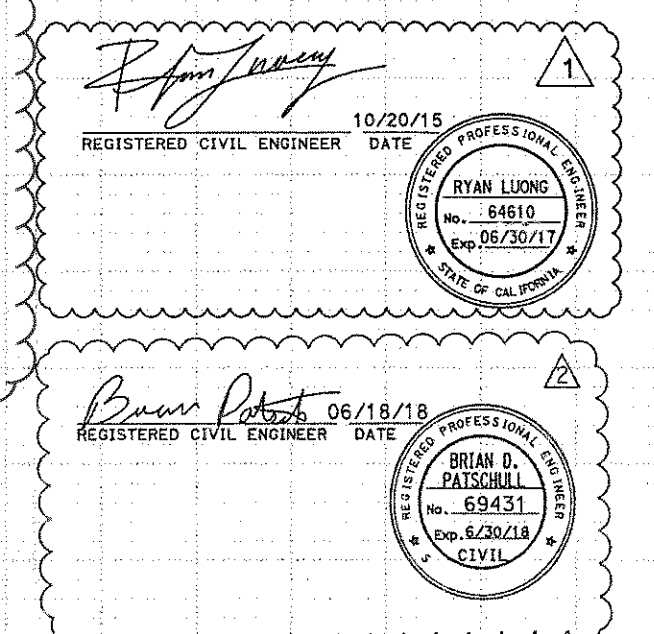
CITY OF BAKERSFIELD
1600 TRUXTON AVENUE
BAKERSFIELD, CALIFORNIA 93301



ADDENDUM No. 4
DRAINAGE PLAN
SCALE: 1" = 50'

D-2

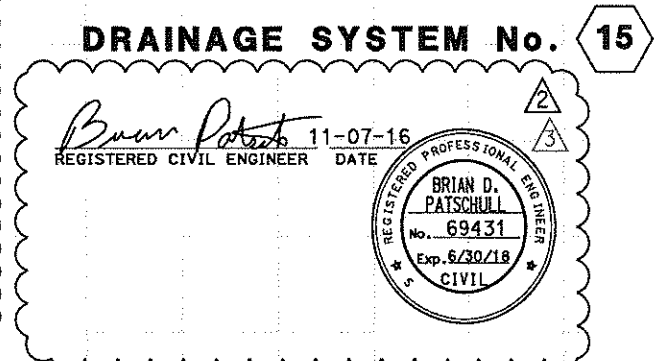
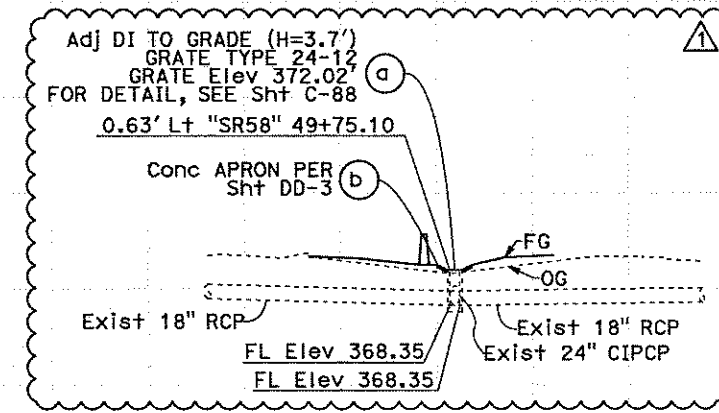
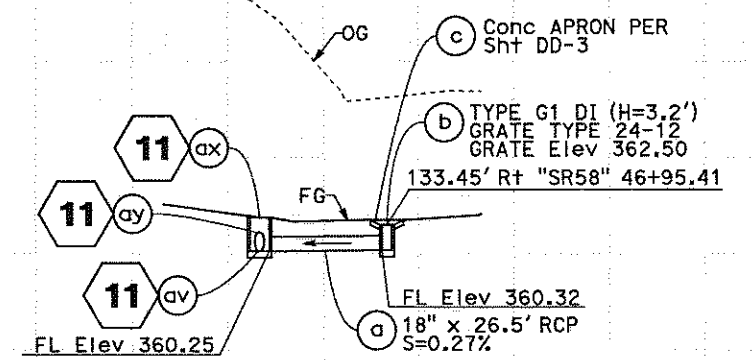
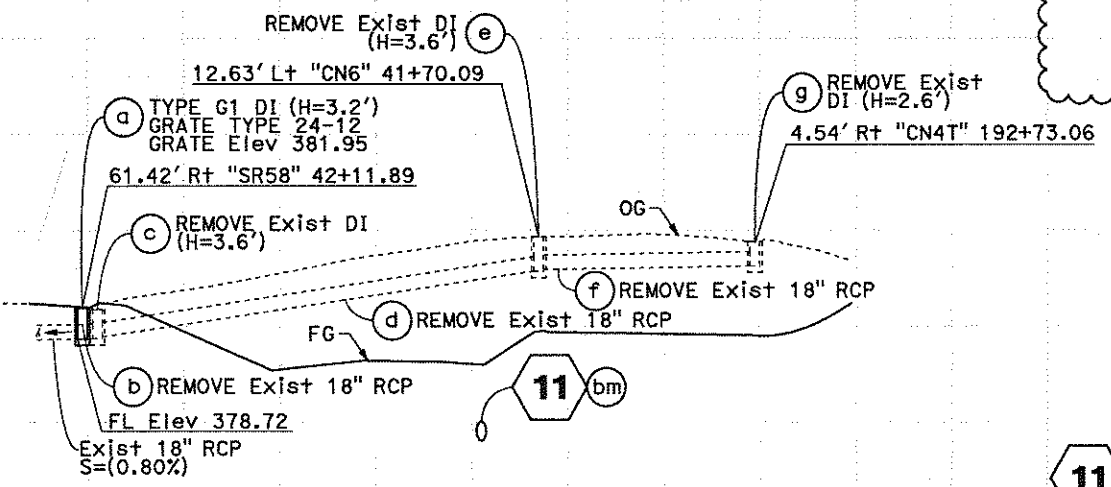
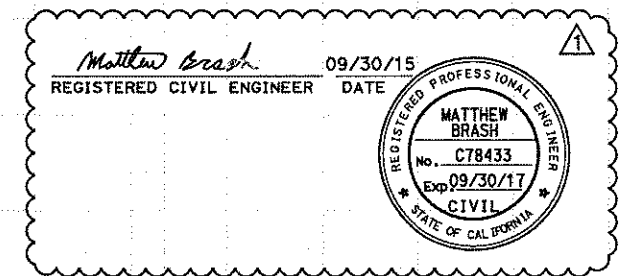
APPROVED FOR DRAINAGE WORK ONLY.



DRAINAGE PROFILE

SCALE: Horiz 1" = 20'
Vert 1" = 10'

DP-1



STATION		TOTAL
CY	Exc	
	Emb	

NOT FOR CONSTRUCTION
JULY 2018

CITY OF BAKERSFIELD
1600 TRUXTUN AVENUE
BAKERSFIELD, CALIFORNIA 93301

PIPE SLOPE(%) Y:1(100)	L DISTANCE (Max)	Z DISTANCE (Max)
100	12'	4'
67	14'	8'
50	16'	12'
40	18'	18'
33	20'	20'
20	22'	22'



1. CONCRETE SHALL BE MINOR CONCRETE (MINOR STRUCTURE).
2. ANCHORS SHALL NOT BE PLACED WITHIN 6" OF THE PIPE JOINT.
3. TRENCH BACKFILL SHALL BE CONSOLIDATED BY MECHANICAL COMPACTION. IN LIEU OF MECHANICAL COMPACTION, SOIL CEMENT MAY BE USED; HOWEVER, THE TOP 12" OF BACKFILL SHALL BE NATIVE SOIL, MECHANICALLY COMPACTED.
4. SPACING OF ANCHORS FOR PIPE SLOPES BETWEEN VALUES SHOWN IN TABLE "A" MAY BE PROPORTIONED.

AST REVISION DATE PLOTTED = 7/9/2018

120/240 V, 1Ø, 3-WIRE, TYPE III-CF SERVICE EQUIPMENT
ENCLOSURE WITH THE FOLLOWING CIRCUIT BREAKERS:
ADDRESS: XXX STEPHENS Dr
CTID No. 0650058R052.585T

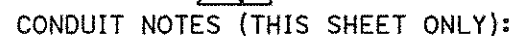
AMPERES	VOLTS	POLES	NAME PLATE	METER	PHOTOELECTRIC CONTROL TYPE
100	240	2	SERVICE DISCONNECT	YES	-----
100	240	2	COMMUNICATION HUB BLDG	YES	-----

CTID No. 0650058R052.585L

AMPERES	VOLTS	POLES	NAME PLATE	METER	PHOTOELECTRIC CONTROL TYPE
100	240	2	SERVICE DISCONNECT	YES	-----
30	240	2	SPARE	YES	-----

SECURE ELECTRICAL SERVICE EQUIPMENT WITH DEPARTMENT APPROVED
HASP AND HOCKEY PUCK LOCK. SEE SHEET E-45 FOR DETAILS.

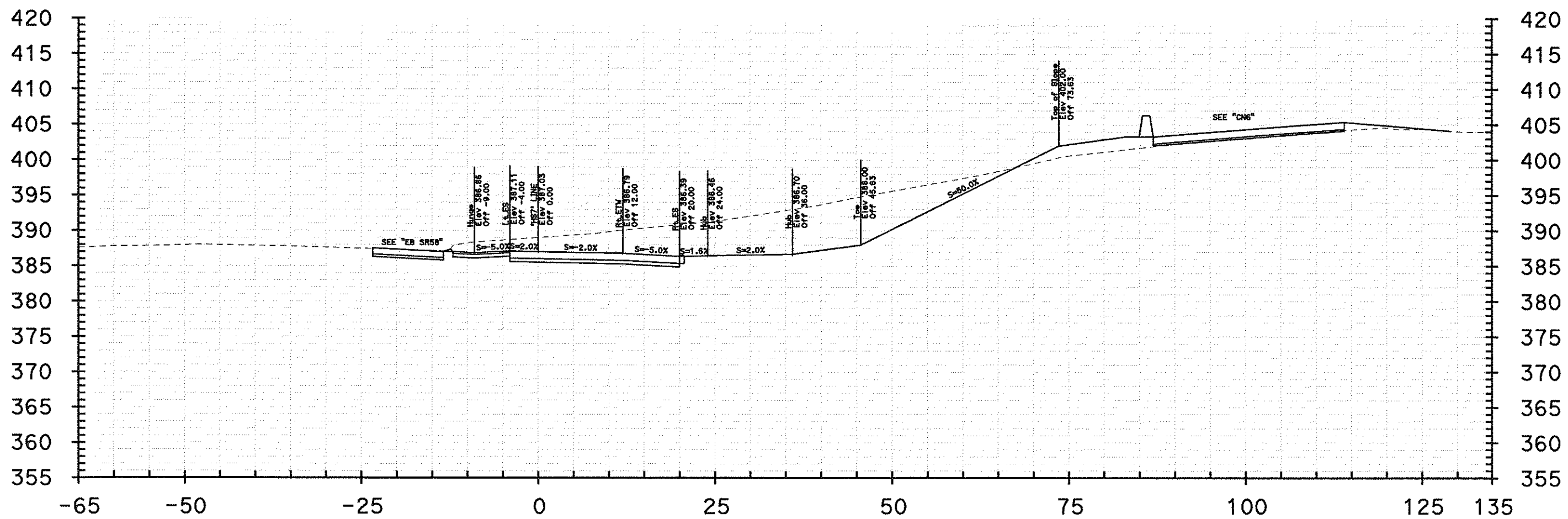
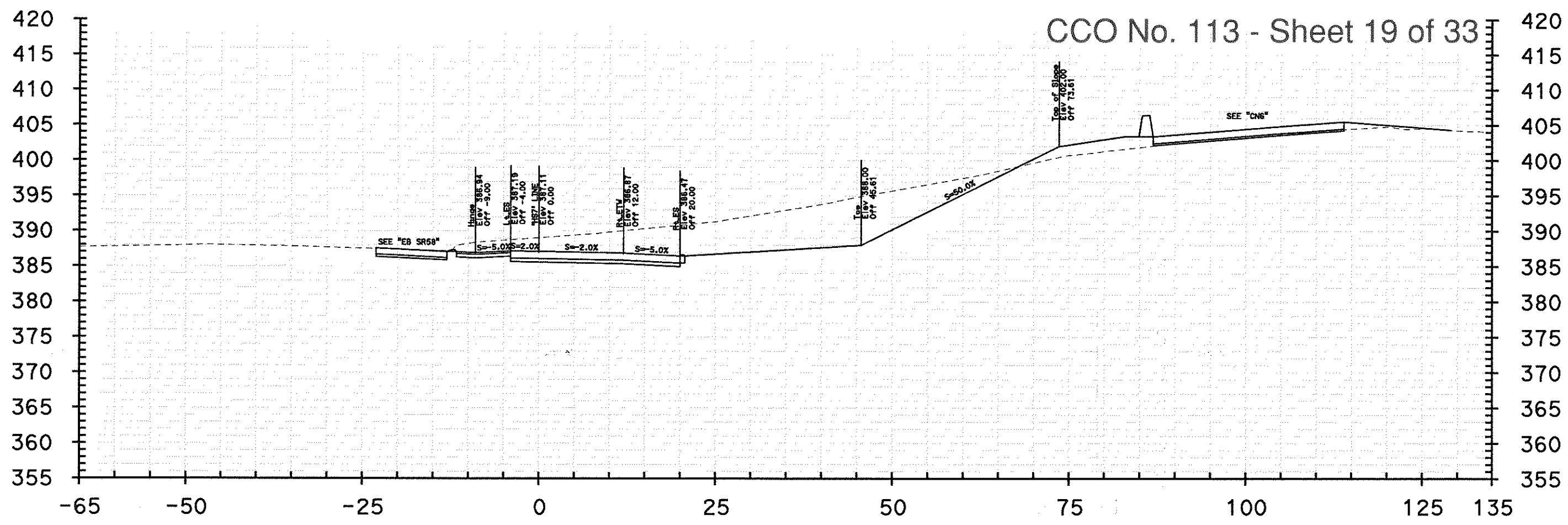
- 8 RS 2-MV FIXTURES. INSTALL 2-ISL.
9 PULL BOX PER PG&E/AT&T REQUIREMENTS.
10 Exist SP - 120/240 V, PG&E. PP#10802.
3" RISER ON POLE. CONDUCTORS BY PG&E.



- | | | | | | |
|---|--|----|--|----|--|
| 1 | Exist 2"C, 2#10 (Ltg)
RC 2#10 (Ltg), ADD: 2#6 (Ltg) | 8 | 2"C, 2#8 (Ltg), 2#10 (SIGN ILLUMINATION) | 15 | 3"C, PT (CONDUCTORS BY PG&E) |
| 2 | 3"C, 2#6 (Ltg), 2#10 (SIGN ILLUMINATION) | 9 | 2"C, 2#6 (Ltg), 2#10 (SOFFIT Ltg),
2#10 (SIGN ILLUMINATION) | 16 | 6-1 1/2"C HDPE, 1-48 SMFO CABLE,
1-144 SMFO CABLE, 4-PT |
| 3 | 2"C, 2#6 (Ltg), 2#10 (SIGN ILLUMINATION) | 10 | 3"C, 2#6 (Ltg), 2#10 (SOFFIT Ltg),
2#10 (SIGN ILLUMINATION) | 17 | 8-1 1/2"C HDPE, 1-48 SMFO CABLE,
1-144 SMFO CABLE, 6-PT |
| 4 | 2"C, 2#6 (Ltg) | 11 | 3"C, 3#2 (Comm HUB Bldg) | 18 | 2-1 1/2"C HDPE, 1-6 SMFO CABLE, 1-PT |
| 5 | 1"C, 2#10 (SOFFIT Ltg) | 12 | 3"C, 3#2 (SERVICE) | 19 | 6-1 1/2"C HDPE, 6-PT |
| 6 | 2"C, 2#8 (Ltg), 2#10 (SOFFIT Ltg) | 13 | 4"C, 6#2 (SERVICE) | 20 | 2"C, PT |
| 7 | 2"C, 2#8 (Ltg), 2#10 (FUTURE ICC) | 14 | 2"C, PT (FUTURE COMMUNICATIONS) | | |

**LIGHTING AND SIGN ILLUMINATION
FIBER OPTIC SYSTEM**
SCALE: 1" = 50'

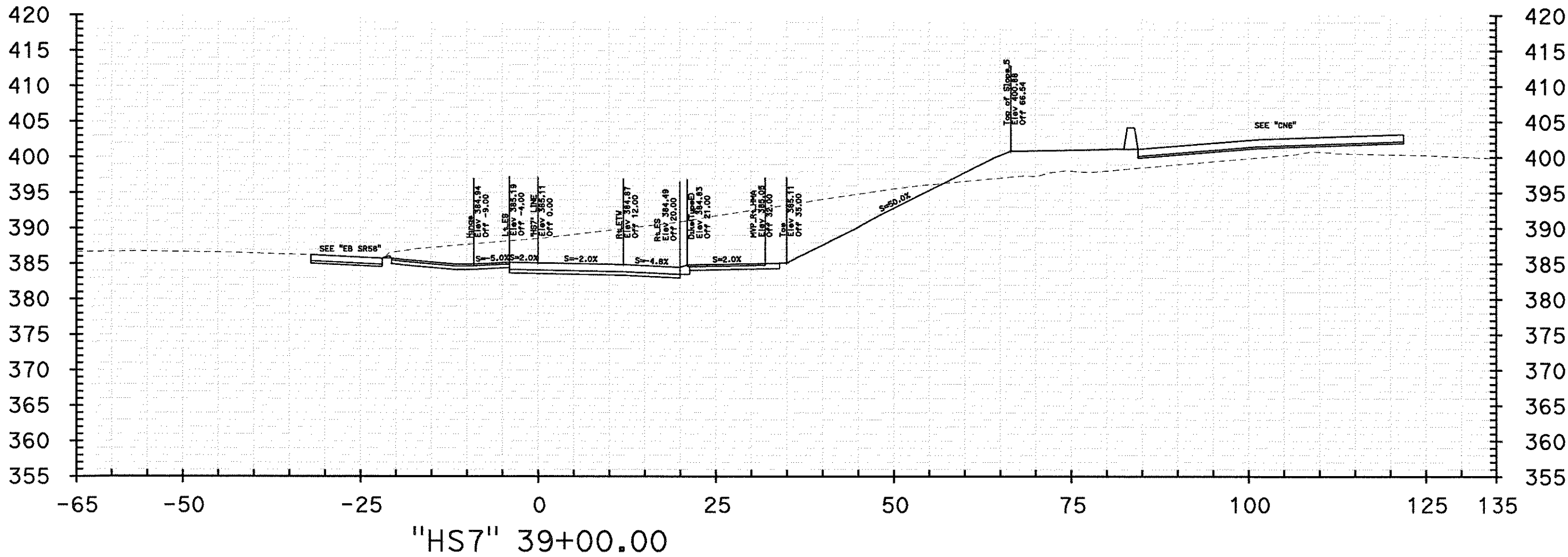
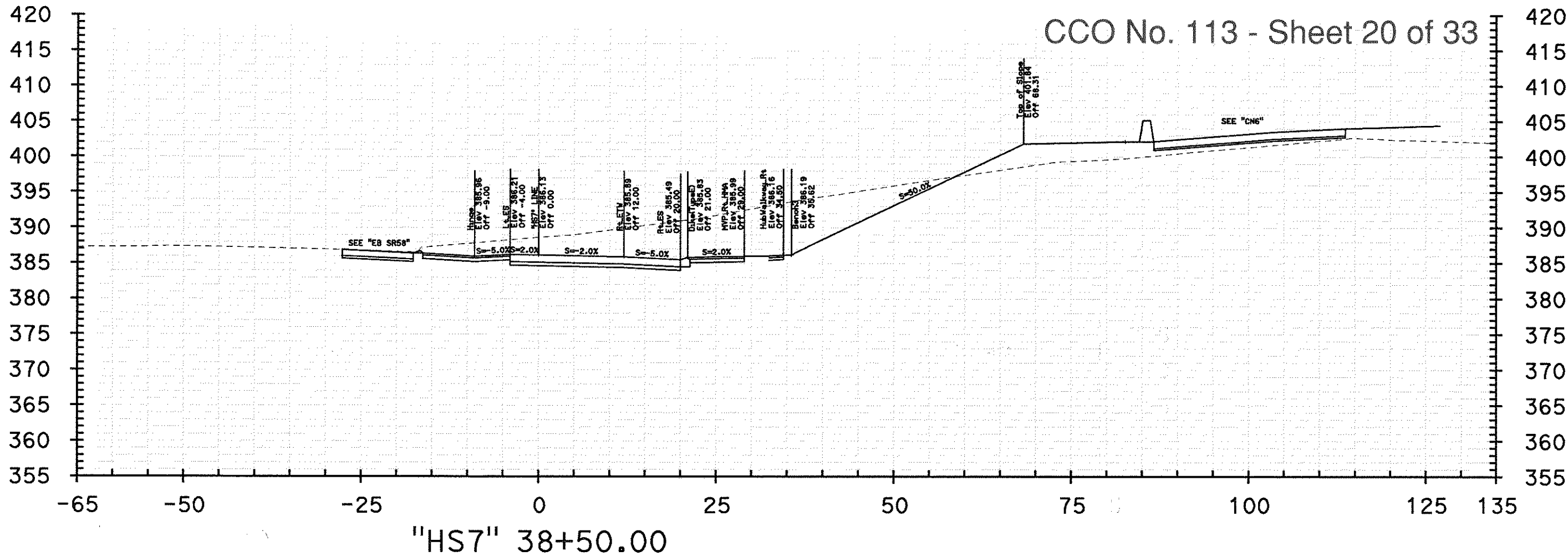
1993



NOTES:
1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.

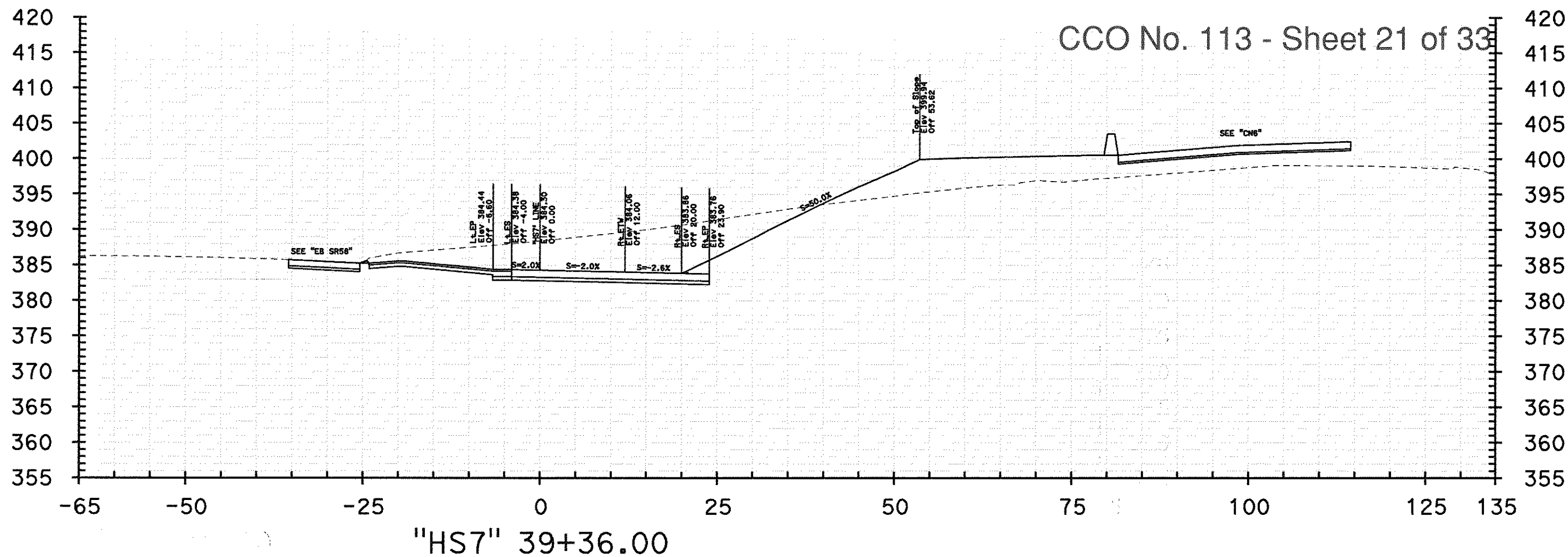
SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

LEGEND:
—— FG
---- OG



NOTES:
1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

LEGEND:
—— FG
----- OG



NOTES:

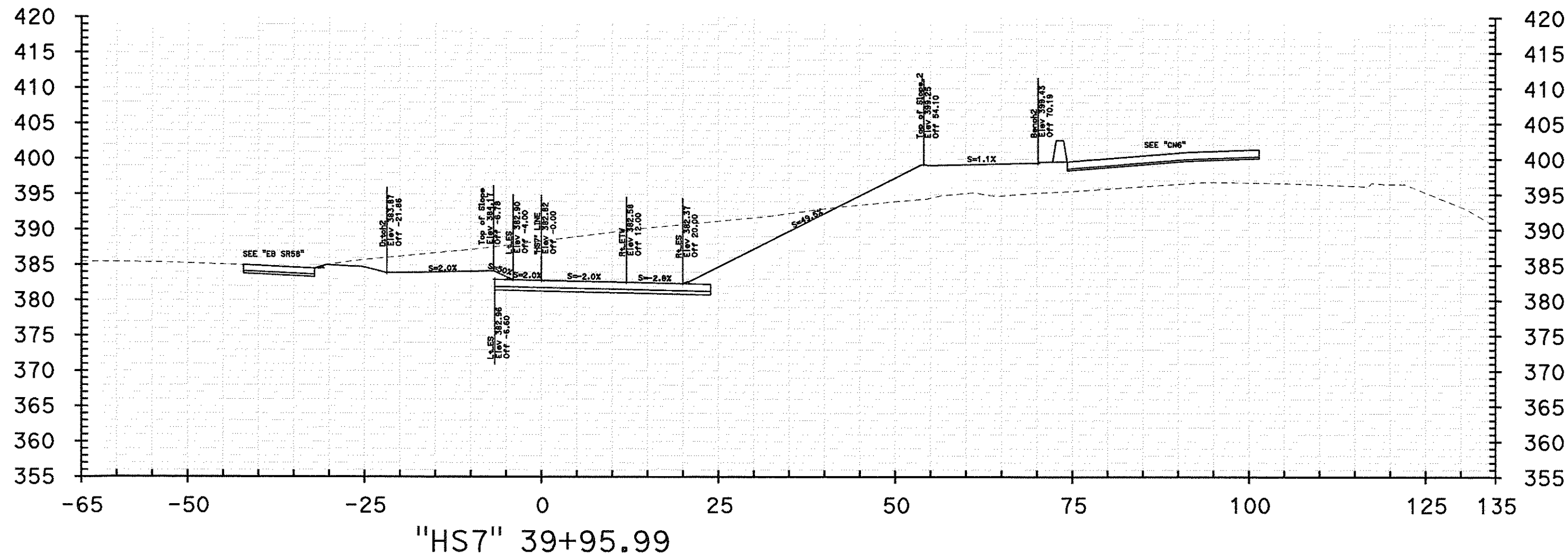
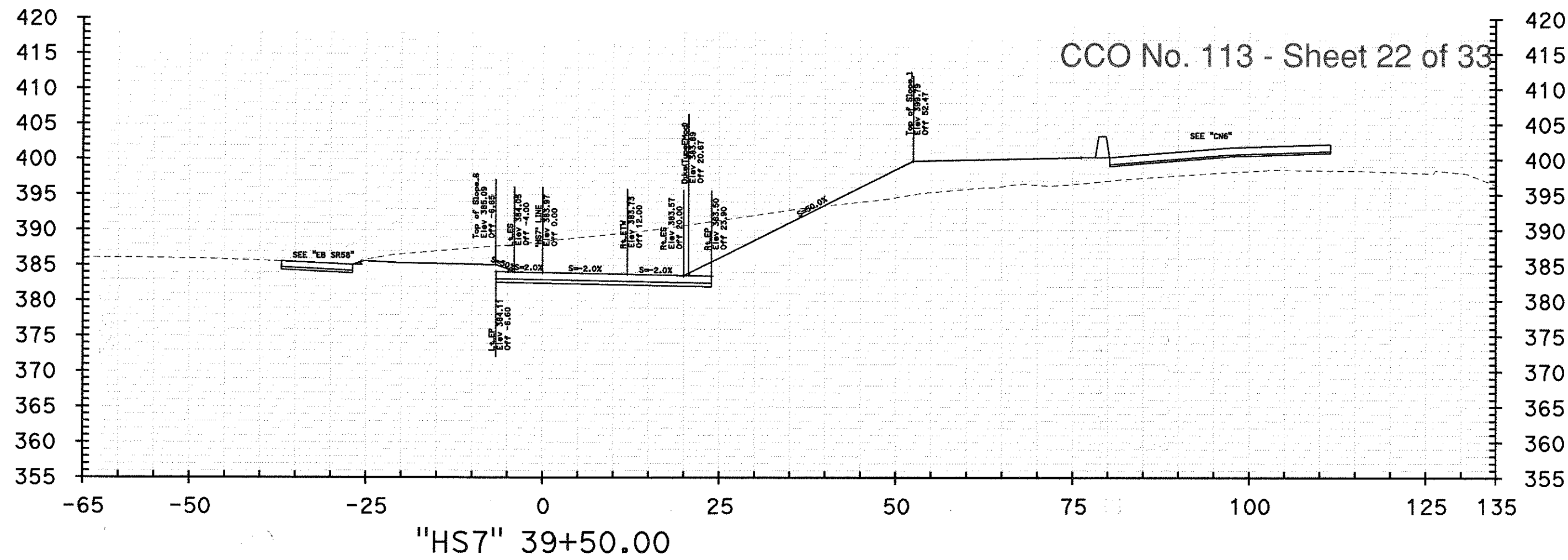
1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
2. PURPOSES ONLY.

SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

LEGEND:

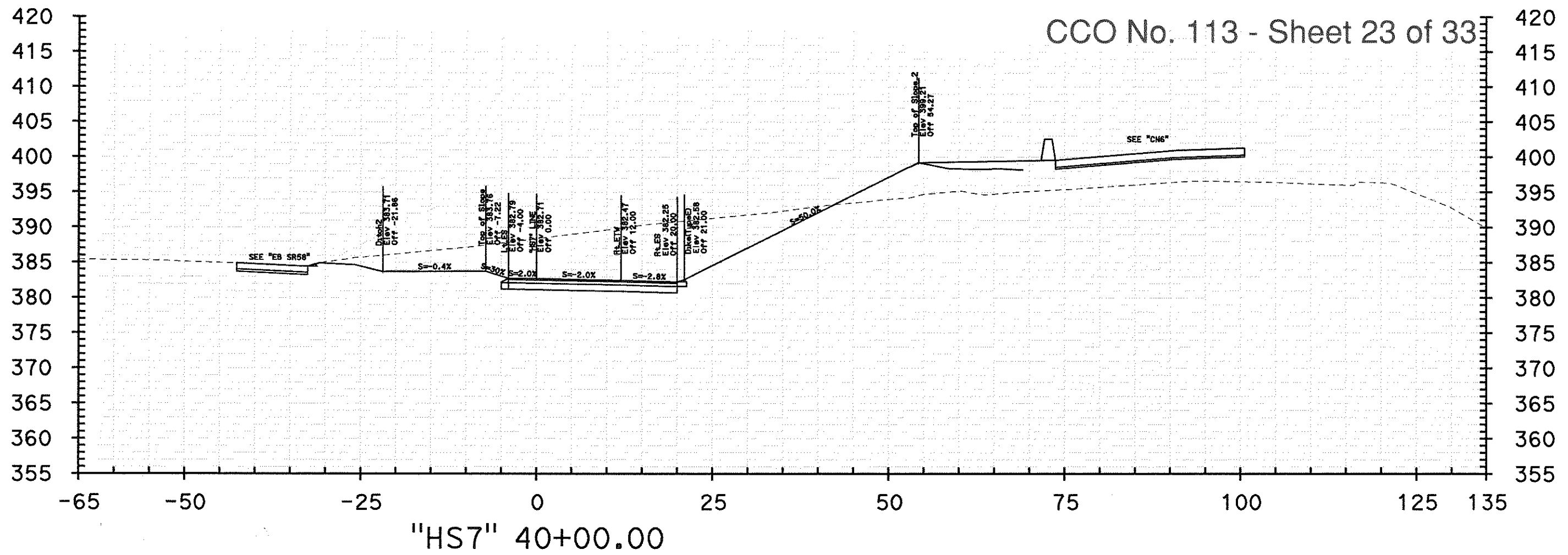
———— FG

----- OG



NOTES:
1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.
SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

LEGEND:
—— FG
---- OG



NOTES:

1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.

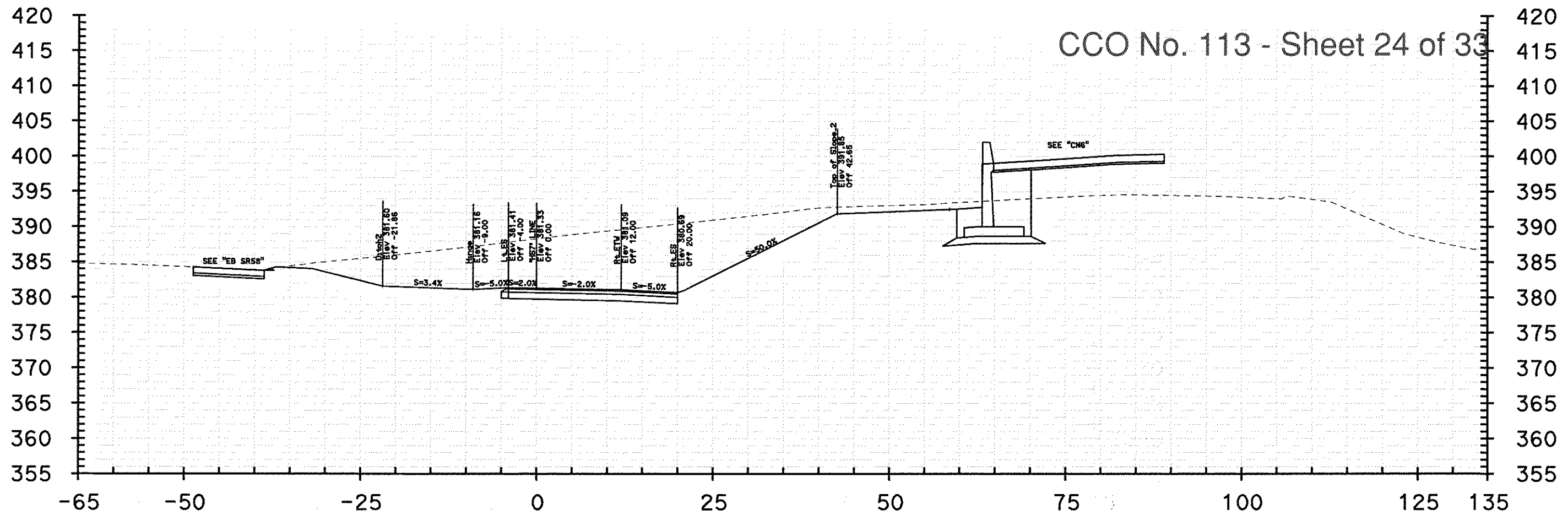
SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

LEGEND:

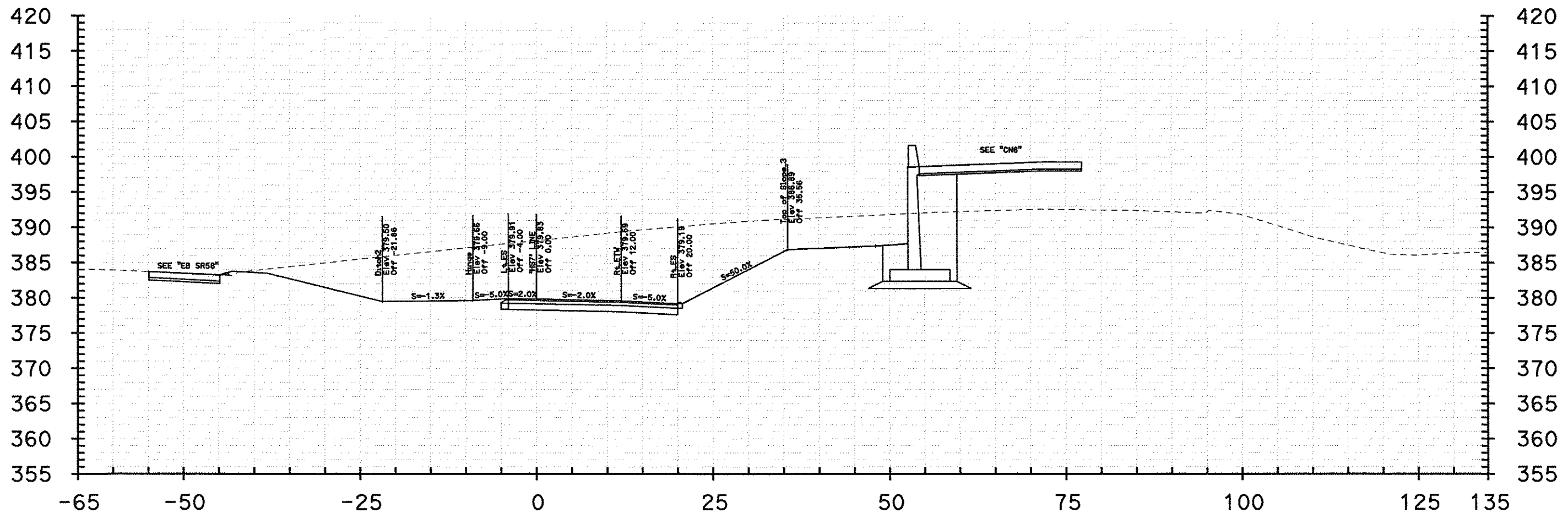
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***** - **OG**

"HS7"
Sheet 5 of 15
For Information Only
JUNE 2018



"HS7" 40+50.00



"HS7" 41+00.00

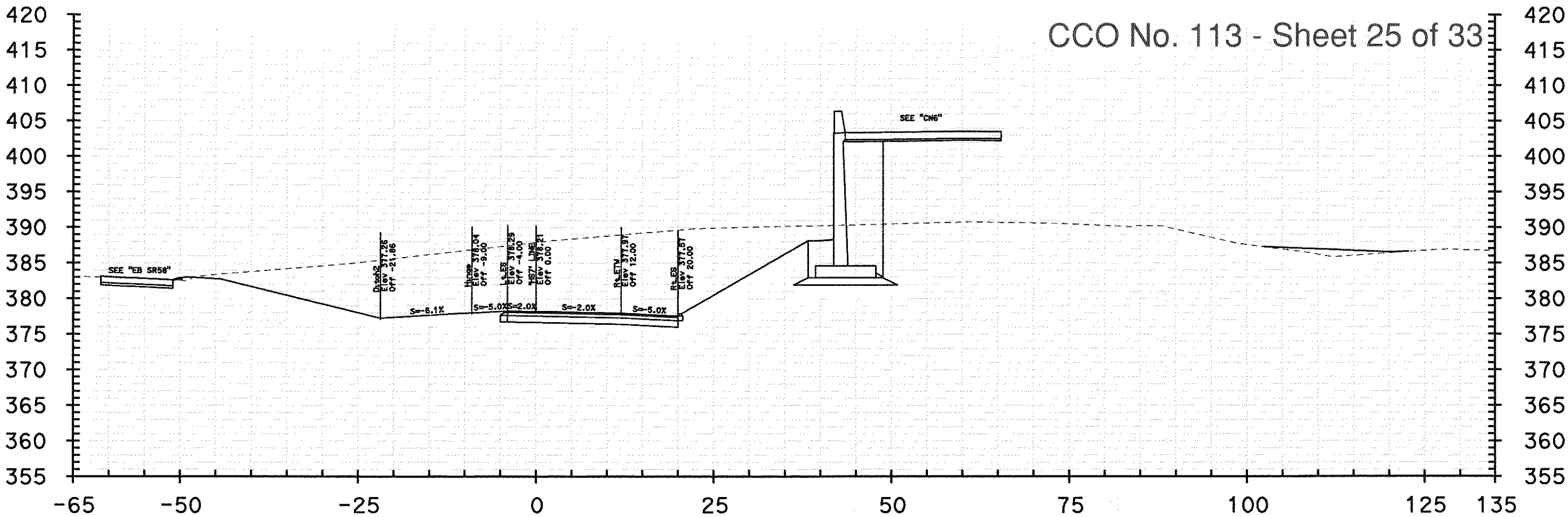
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1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
2. SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

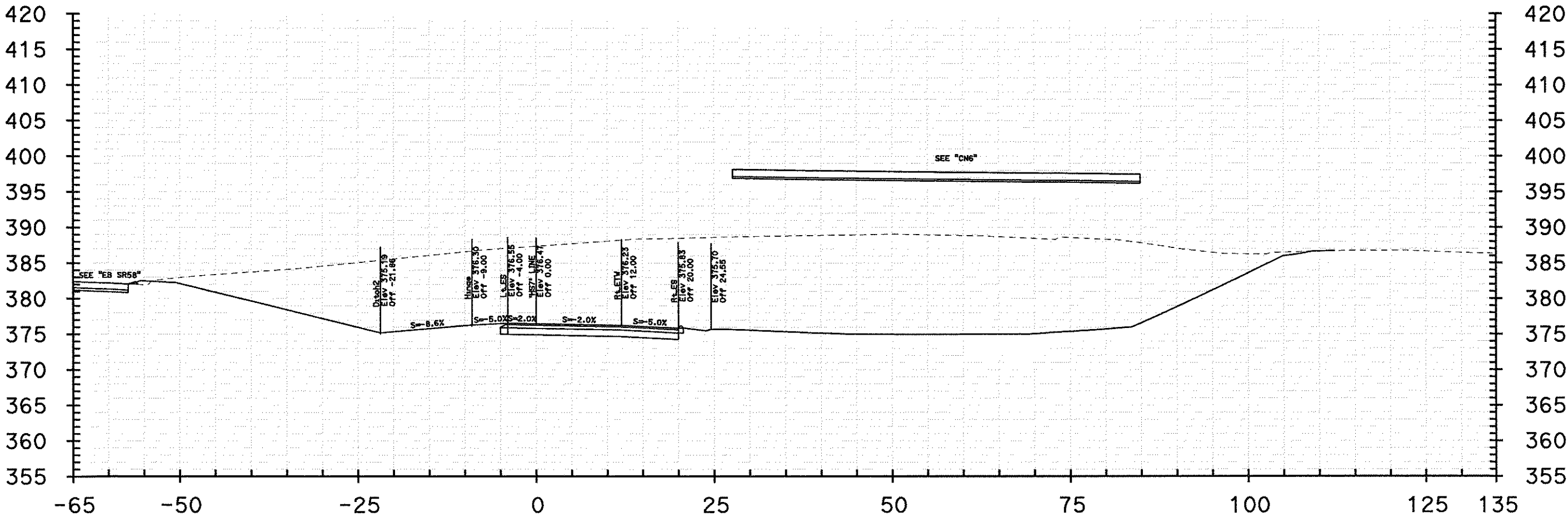
LEGEND:

— FG
 - - - - OG

"HS7"



"HS7" 41+50.00

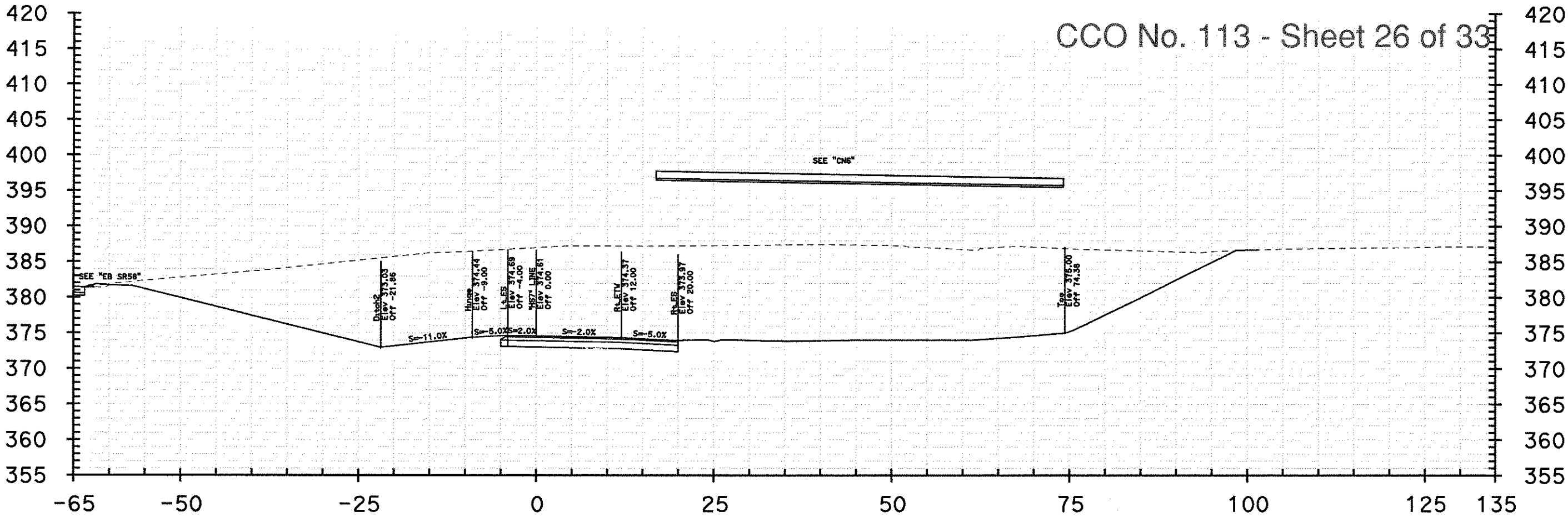


"HS7" 42+00.00

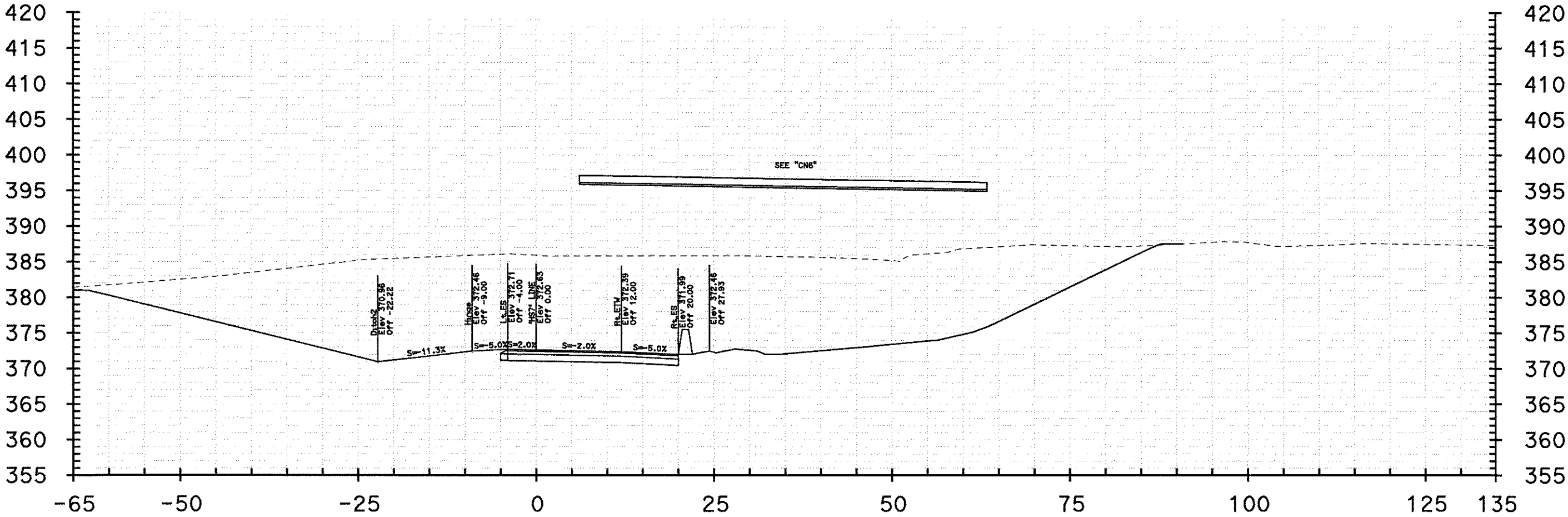
NOTES:
1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.

SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

LEGEND:
—— FG
----- OG



"HS7" 42+50.00



"HS7" 43+00.00

NOTES:

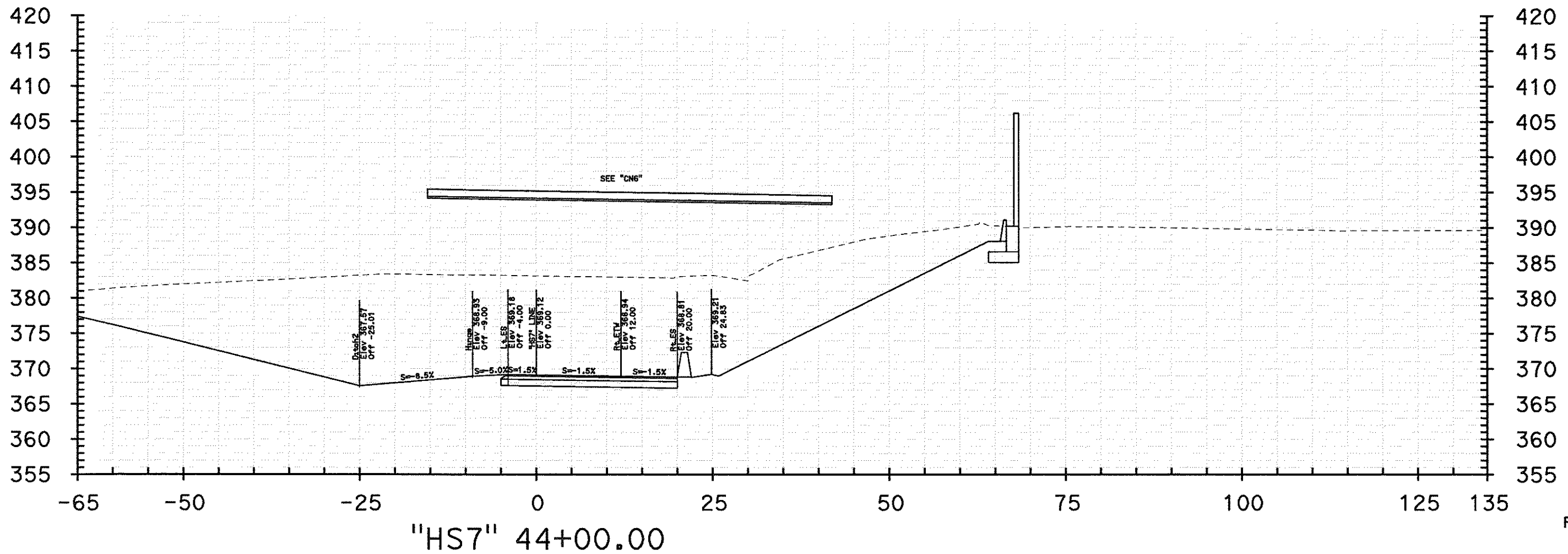
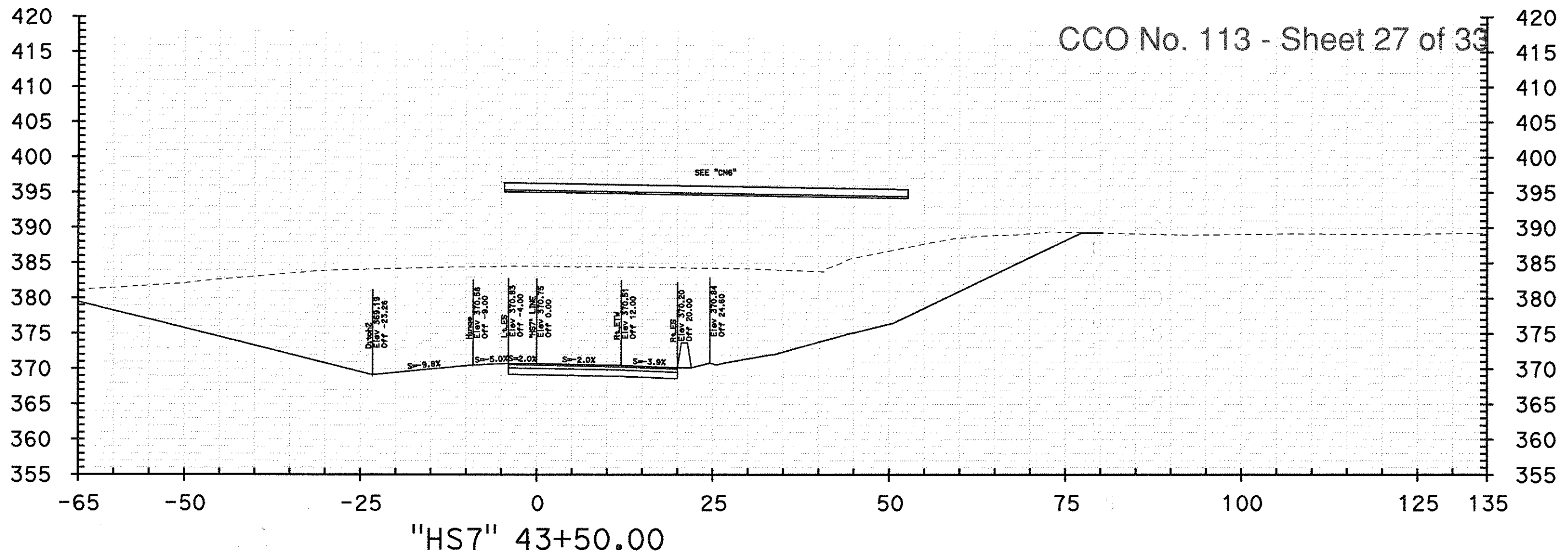
1. CROSS SECTIONS ACCURATE FOR EARTHWORK
2. PURPOSES ONLY.

SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

LEGEND:

- FG
- - - OG

"HS7"



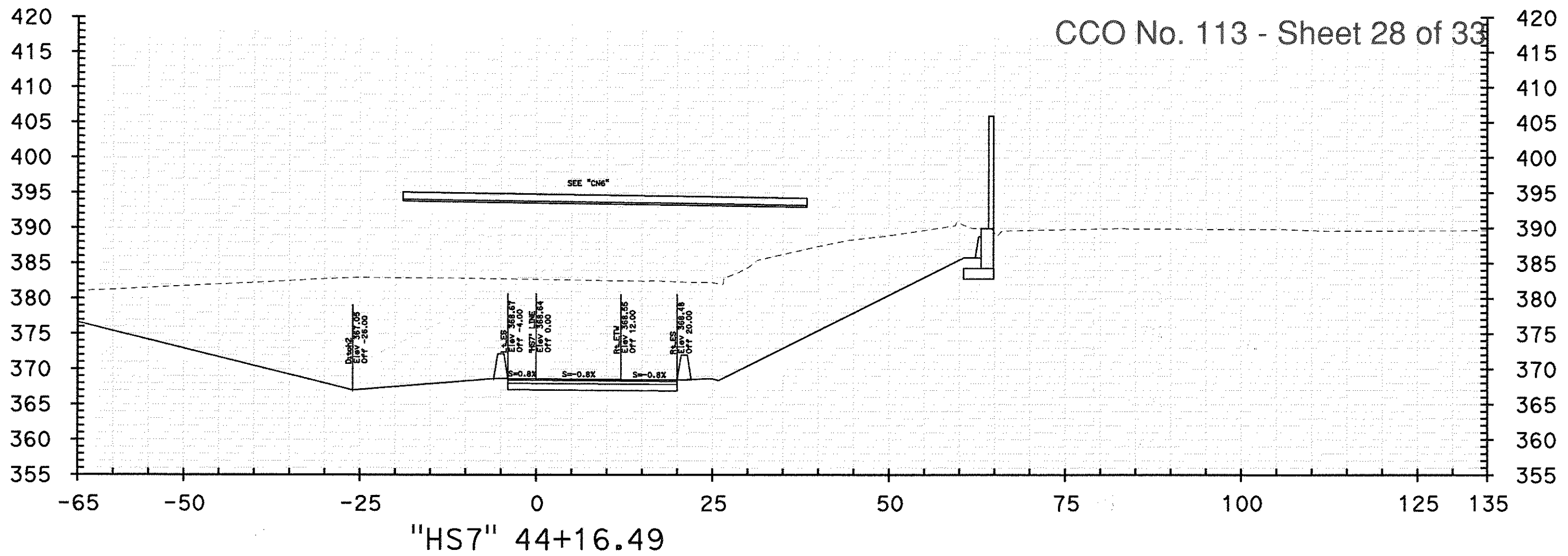
NOTES:

1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
2. SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

LEGEND:

— FG

- - - OG

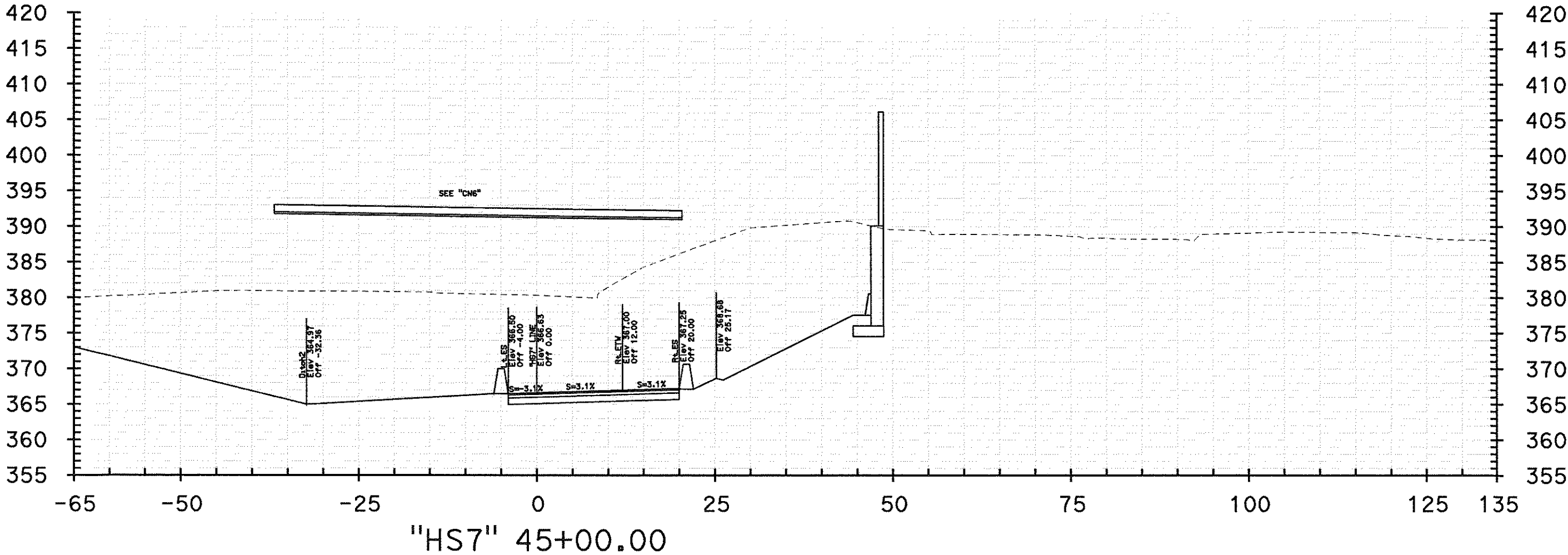
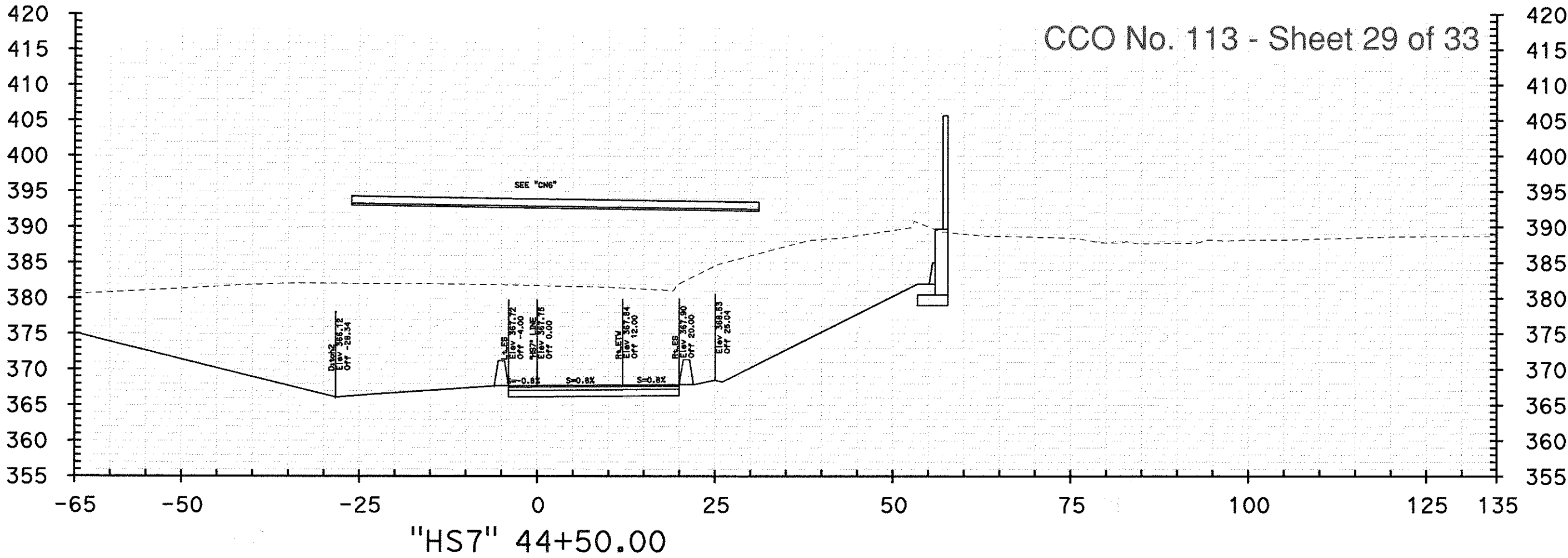


NOTES:

1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
2. SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

LEGEND:

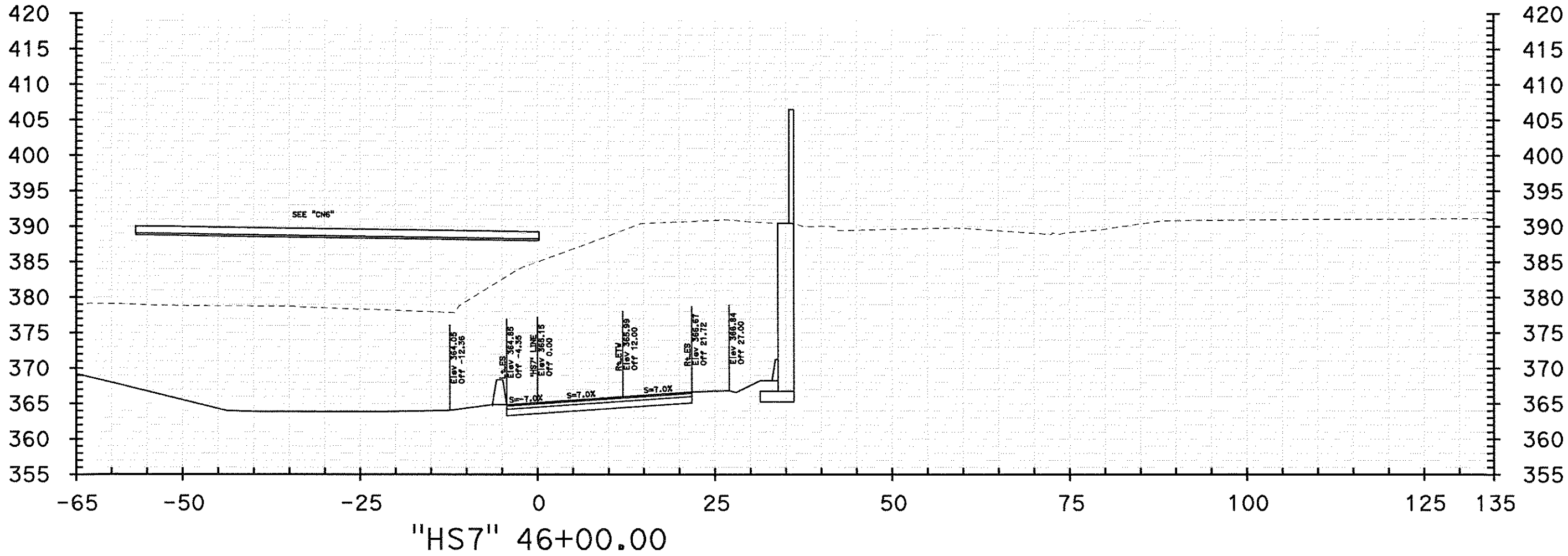
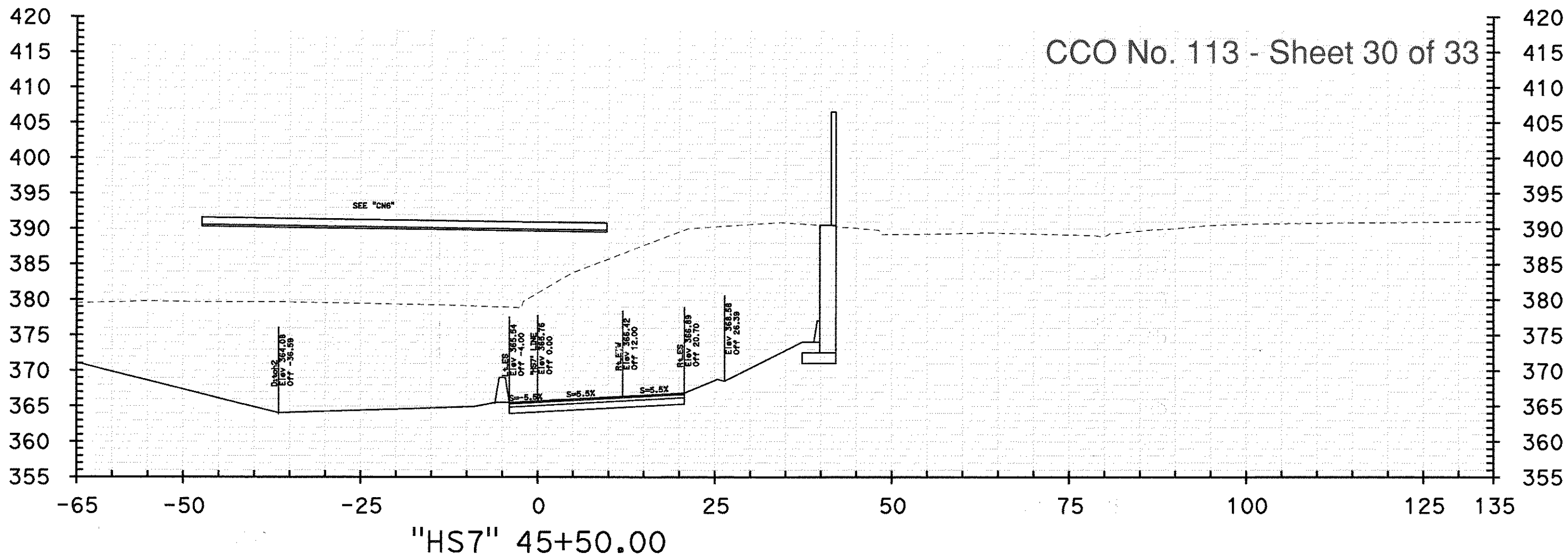
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NOTES:
1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.

SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

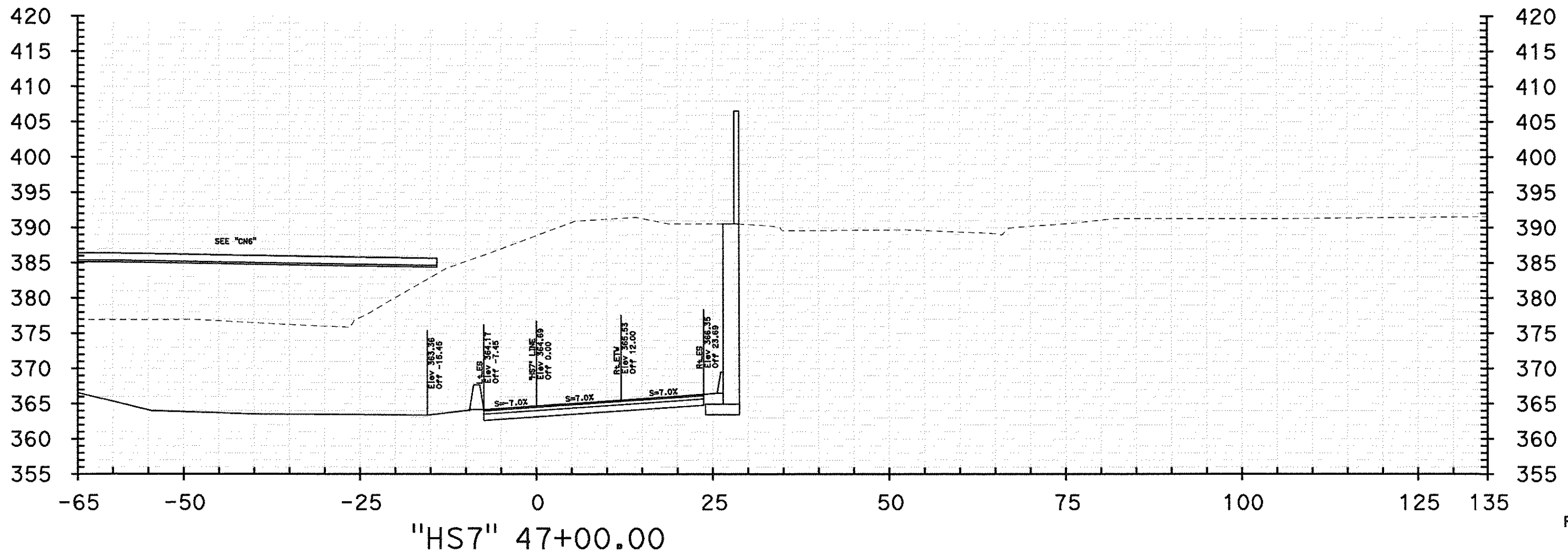
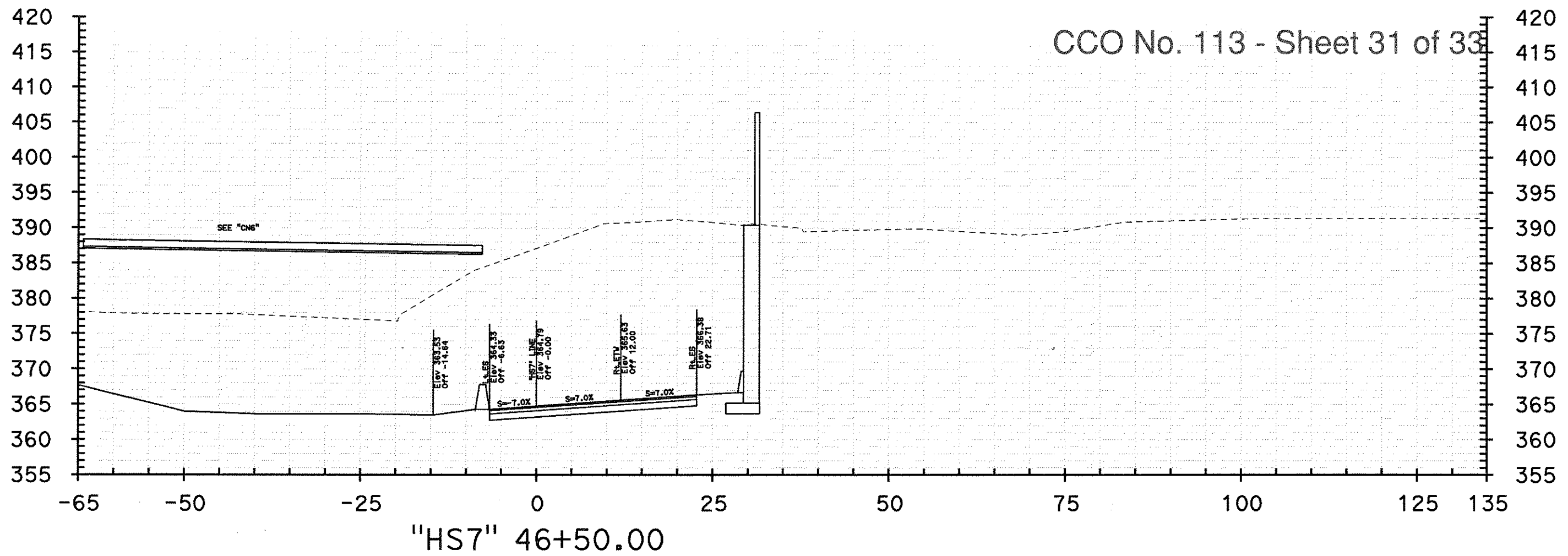
LEGEND:
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NOTES:
1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.

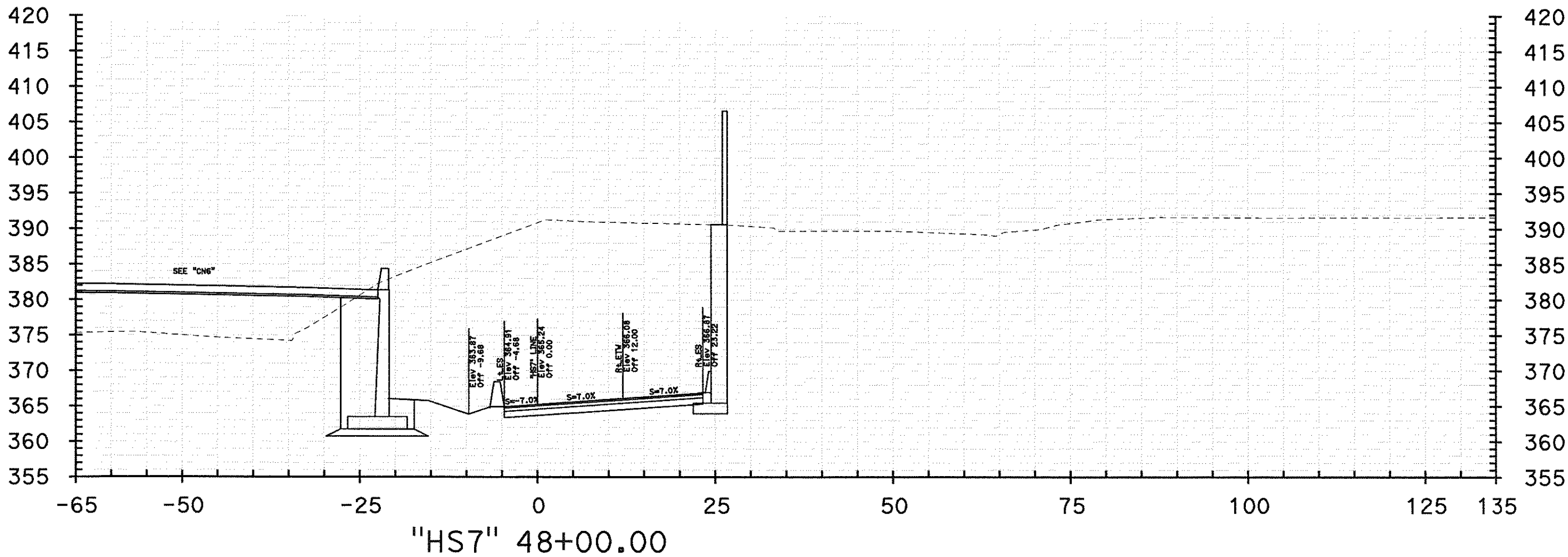
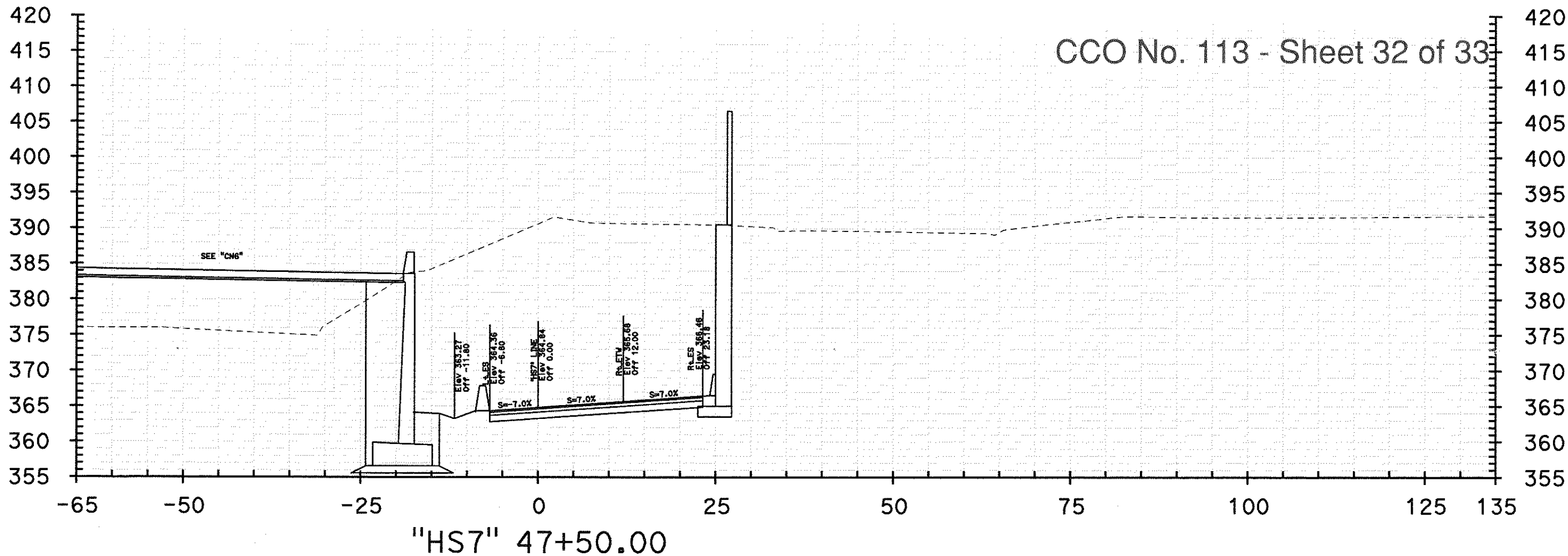
SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

LEGEND:
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----- OG



NOTES:
 1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
 SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

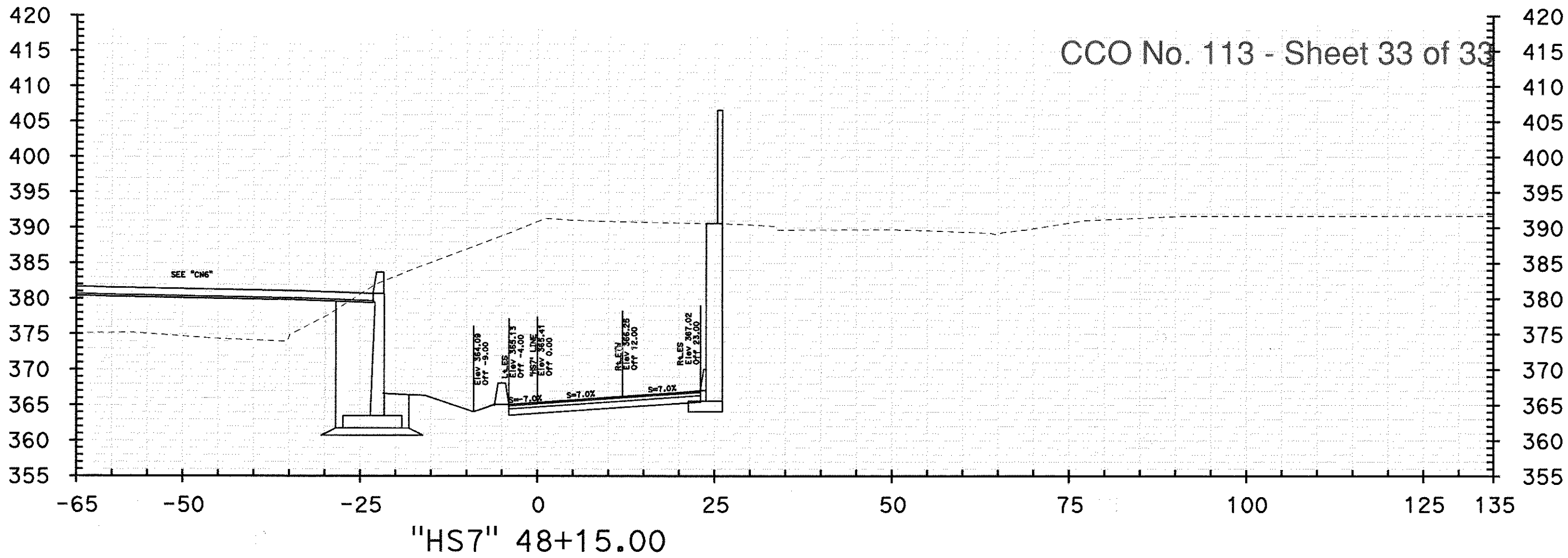
LEGEND:
 — FG
 - - - OG



NOTES:
1. CROSS SECTIONS
ACCURATE FOR
EARTHWORK
2. PURPOSES ONLY.

SEE TYPICAL
CROSS SECTIONS
FOR STRUCTURAL
SECTION DETAILS.

LEGEND:
—— FG
----- OG



NOTES:

1. CROSS SECTIONS ACCURATE FOR EARTHWORK PURPOSES ONLY.
2. SEE TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTION DETAILS.

LEGEND:

———— FG

----- OG



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 9CONTRACT NO. 14-241 CHANGE ORDER NO. 117 P.O. NO. _____PROJECT: Beltway Operational Improvement Project (BOIP) PNRS 5109(213)
TRB117 FEDERAL NO. (S)CONTRACTOR: Security Paving Company
ADDRESS: 2915 Fairhaven Drive
Bakersfield, CA 93309YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer

DATE: _____

CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer

DATE: _____

Pursuant to Section 4-1.05, "Changes and Extra Work", modify permanent improvements at the 'CH4' EB Chester on-ramp as shown on redlined revised plan sheets L-6, L-7, PS-14, C-46, C-48, C-79B, G-6 and added sheet depicting revised v-ditch elevations as included on sheets 2 through 9 of this contract change order. All work shall be pursuant to the contract requirements.

Estimate of Increase in Contract Items at Contract Unit Prices

Item	Description	Qty	Unit	CCO 117 % Item	Unit Price (\$)	Total (\$)
205	Minor Concrete (Curb and Gutter)	5.5	CY	4.40%	\$557.00	\$3,063.50
208	Minor Concrete (Curb Ramp)	2	CY	8.33%	\$521.00	\$1,042.00

Total Estimate of Increase in Contract Items at Contract Unit Prices: **\$4,105.50**Estimate of Decrease in Contract Items at Contract Unit Prices

Item	Description	Qty	Unit	CCO 117 % Item	Unit Price (\$)	Total (\$)
104	Class II Aggregate Base	-3	CY	-0.01%	\$38.00	(\$114.00)
108	Hot Mix Asphalt (Type A)	-1	Tons	0.00%	\$82.00	(\$82.00)
109	Rubberized Hot Mix Asphalt (Gap Graded)	-1	Tons	-0.01%	\$112.00	(\$112.00)

Total Estimate of Decrease in Contract Items at Contract Unit Prices: **(\$308.00)**Extra Work at Force Account

As directed by the Engineer, compensate the Contractor for the following extra work at the approximate locations below and as included on sheets 2 through 9 of this contract change order:

- Modify CRCP structural section to HMA Section No. 6 in outside shoulder of 'CH4' between stations 94+68 and 96+36
- Revise earth v-ditch elevations on 'CH4' between stations 90+50 and 98+80
- Revise ETW and ES elevations on mainline 'SR58' between stations 100+50 and 108+50
- Construct concrete barrier (Type 60) on 'CH4' between stations 94+80 and 96+36
- Perform additional removals of existing irrigation vault, including homeless encampment removal, located at 'CH4' station 93+50
- Remove existing concrete anchor block at station 93+36 and construct modified anchor block
- Extend existing 10-inch irrigation crossover, including carrier lines, at 'CH4' station 94+40

Compensation for all additional labor, materials, equipment and incidentals, including potholing, inefficiencies, mobilizations, standby time and surveying, will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment". All work shall be pursuant to the contract requirements.

Total Estimate of Extra Work at Force Account: **\$100,000.00**ACCOUNT NO (S) _____

_____INCREASE _____
DECREASE _____
\$103,797.50By reason of this order the time of
completion will be adjusted as follows:City Council Approval Required
DeferredYES
NOX

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

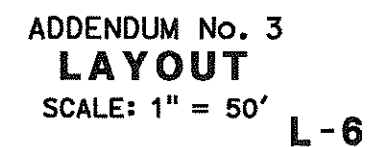
We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: _____

Contractor: Unilateral

Title: _____

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. SOUND WALL AND RETAINING WALL SHEET LOCATIONS
SHOWN ON SHEET R-1.



CCO No. 117 - Sheet 3 of 9

DATE: 06/03/14
BY: M. BRASH
PROJECT: 06/03/14
SHEET: 3 OF 9
TOTAL SHEETS: 9

PROJECT: 06/03/14
SHEET: 3 OF 9
TOTAL SHEETS: 9

06/03/14
PLANS APPROVAL DATE

PARSONS
2201 DUMONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

CITY OF BAKERSFIELD
1600 TRUITMAN AVENUE
BAKERSFIELD, CALIFORNIA 93301

NOTES:

- 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- 2. SOUND WALL AND RETAINING WALL SHEET LOCATIONS SHOWN ON SHEET R-1.

CURVE DATA

No. (°)	R	Δ	T	L
15	3000.00	4°39'27"	122.00'	243.86'
17	3000.00	3°24'20"	89.18'	178.31'

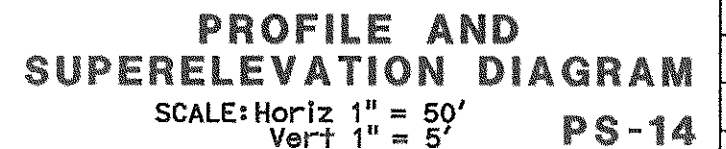
The main layout plan shows the intersection and alignment of Route 58 and Route 99. Key features include:

- Route 58:** Labeled as "SR58" LINE, running horizontally across the middle. It includes stationing from 94+13.57 to 104+36.12.
- Route 99:** Labeled as "CH4" LINE, running vertically on the left side.
- Concrete pavement transition panel:** A shaded rectangular area between Route 58 and Route 99, with arrows pointing to it from the label.
- Extend existing irrigation crossover:** A label with an arrow pointing to a dashed line crossing Route 99.
- Curves:** Several circular curves are shown with their respective data (No., R, Δ, T, L).
- Infrastructure:** Details include fences (CL FENCE, END Temp FENCE), barriers (ANCHOR BLOCK & BARRIER TRANS.), and various markers (SW No., Beg SW No., End SW No.).
- Match Lines:** Indicated on the left and right sides of the plan.

LAYOUT

SCALE: 1" = 50'

L-7



STATION		100	1	2	3	4	105	6	7	8	9	110	1	2	3	TOTAL
CY	Exc	18217											1504			
	Emb	67											87			

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY
ENGINEERING AT THE DISTRICT OFFICE.

GRIND EXIST CONCRETE 2"
AND OVERLAY WITH PCC
TO MATCH EXIST

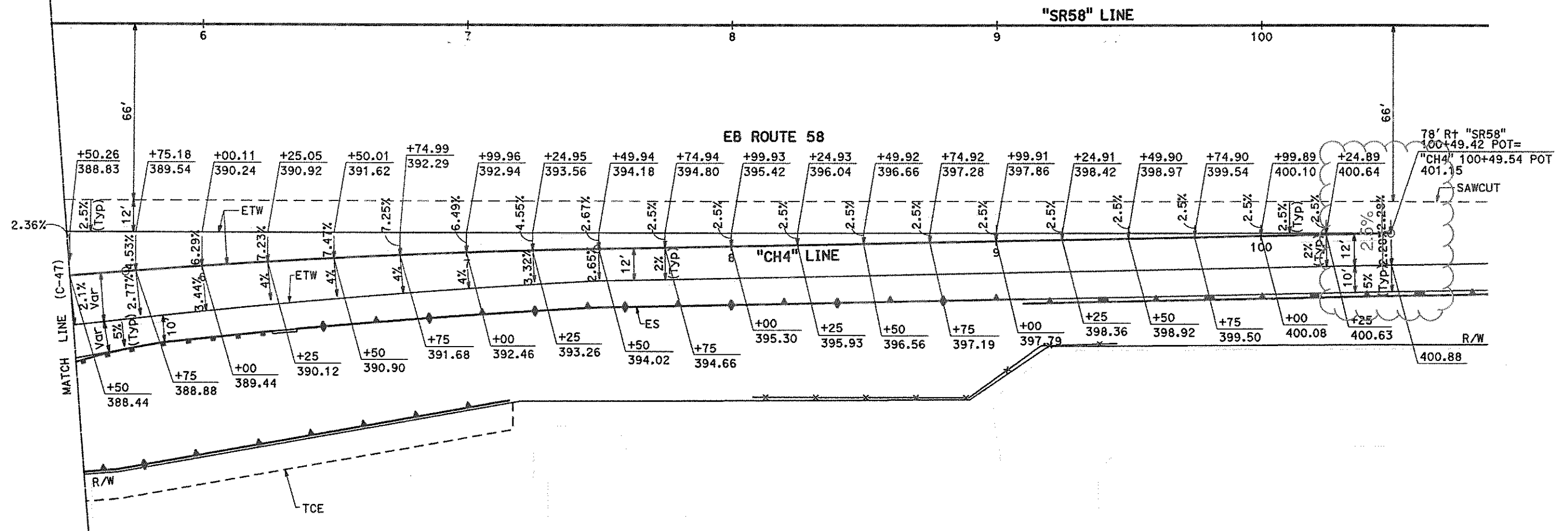
REGISTERED PROFESSIONAL ENGINEER
 MATTHEW BRASH
 No. C78433
 Exp. 09/30/15
 CIVIL
 STATE OF CALIFORNIA



CONSTRUCTION DETAILS
 ("CH4" LINE AND SOUTH CHESTER Ave DETAIL)
 SCALE 1"=20'
 C-46

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY
ENGINEERING AT THE DISTRICT OFFICE.

WB ROUTE 58



CONSTRUCTION DETAILS ("CH4" LINE GORE DETAIL)

SCALE 1"=20'

C-48

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	149B	1372

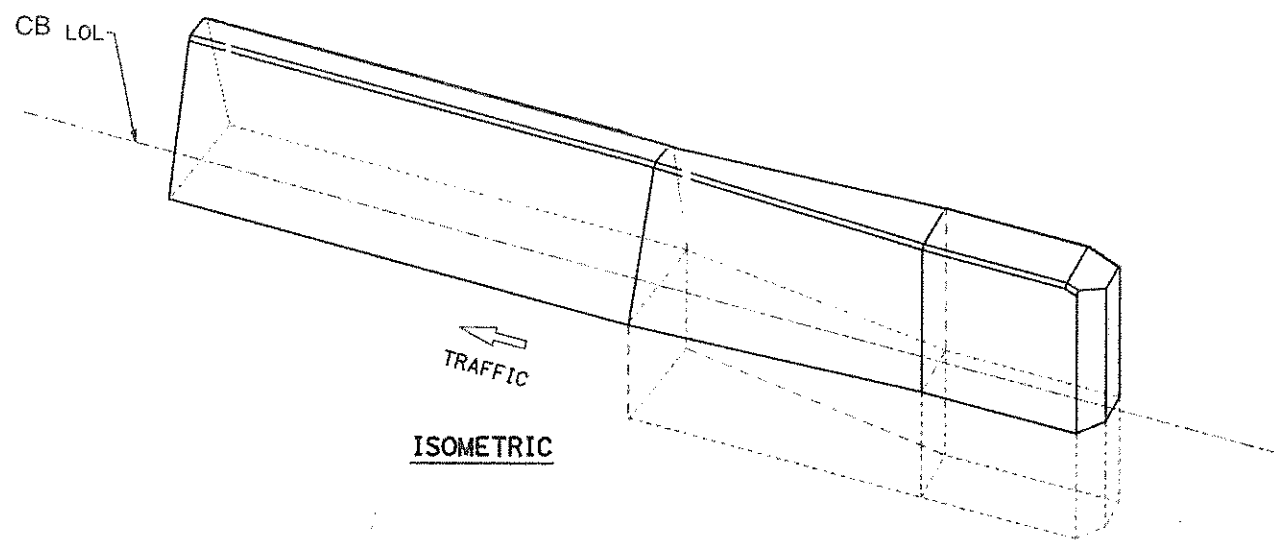
08/30/17
DATE

08/30/17
PLANS APPROVAL DATE

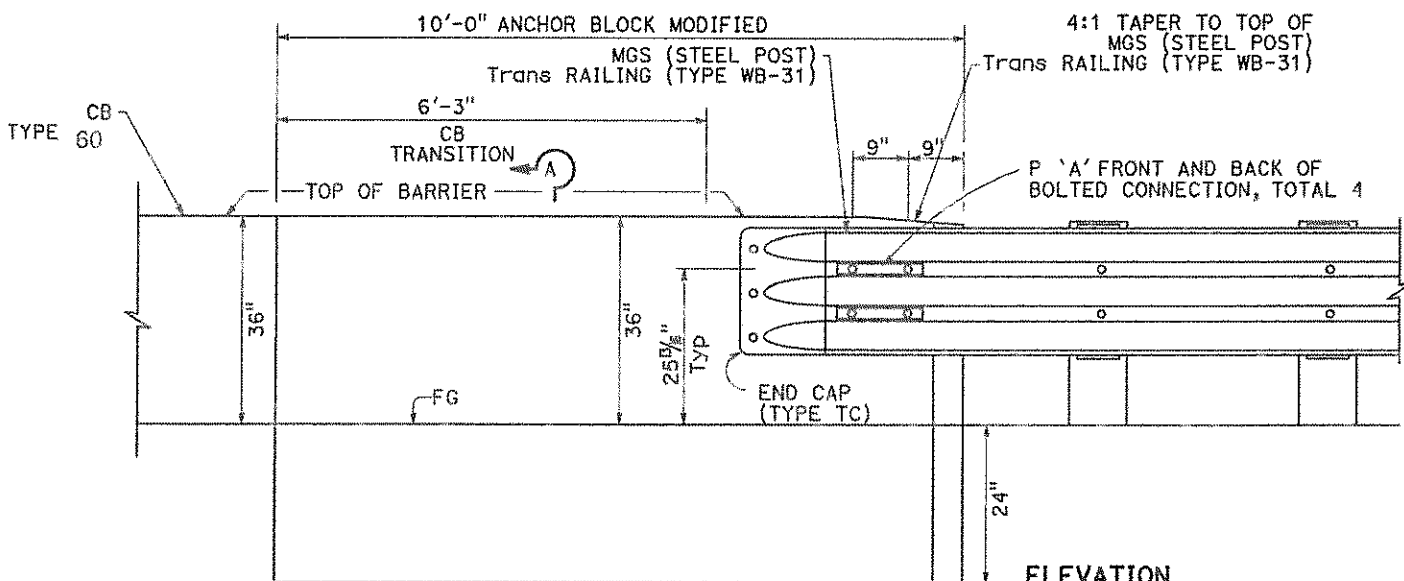
SCOTT NEFF
No. C52992
Exp. 12/31/18
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

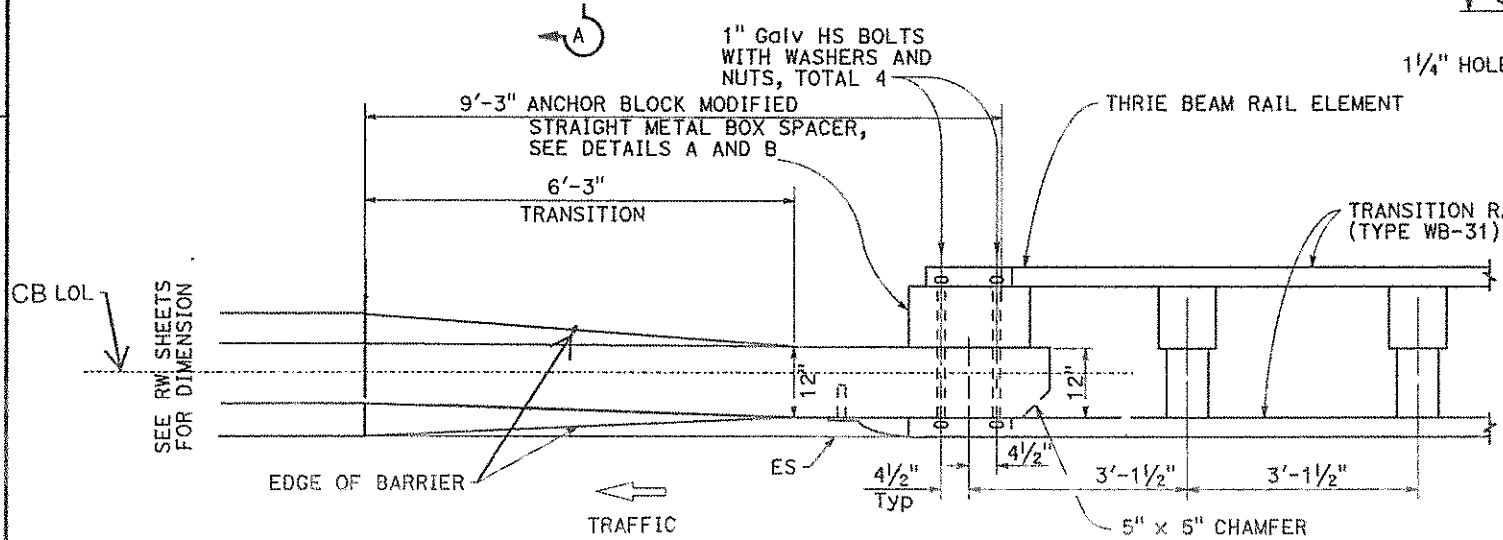
CITY OF BAKERSFIELD
1600 TRUXTON AVENUE
BAKERSFIELD, CALIFORNIA 93301



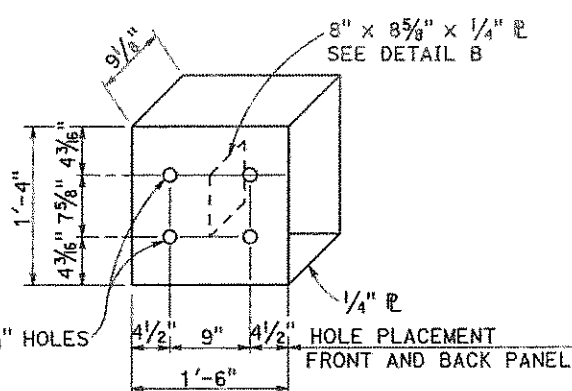
ISOMETRIC



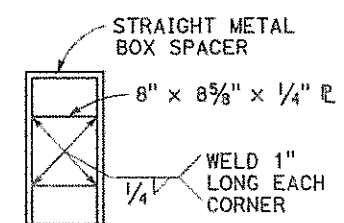
ELEVATION



PLAN
TRANSITION CONCRETE BARRIER (TYPE 60) TO ANCHOR BLOCK MODIFIED

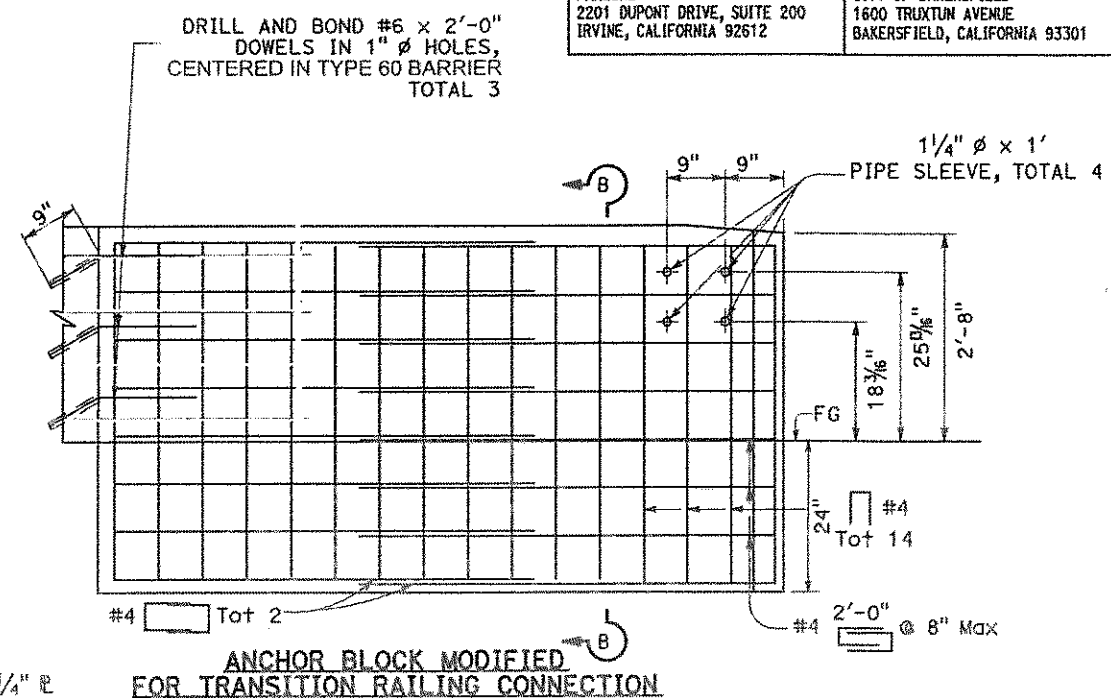


DETAIL A

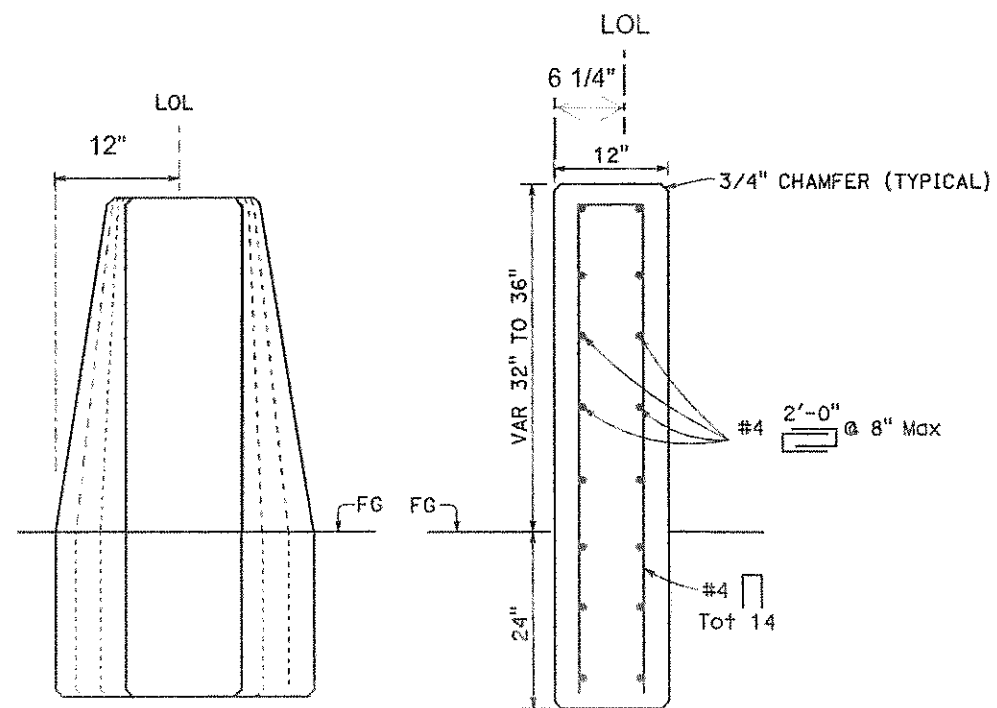


DETAIL B

STRAIGHT METAL BOX SPACER



ANCHOR BLOCK MODIFIED
FOR TRANSITION RAILING CONNECTION



SECTION A-A

SECTION B-B

CONSTRUCTION DETAILS
(ANCHOR BLOCK MODIFIED)
NO SCALE
C-79B

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

GLEN PARKER

CALCULATED-DESIGNED BY

CHECKED BY

MICHELLE COOPER

MATTHEW BRASH

REVISOR

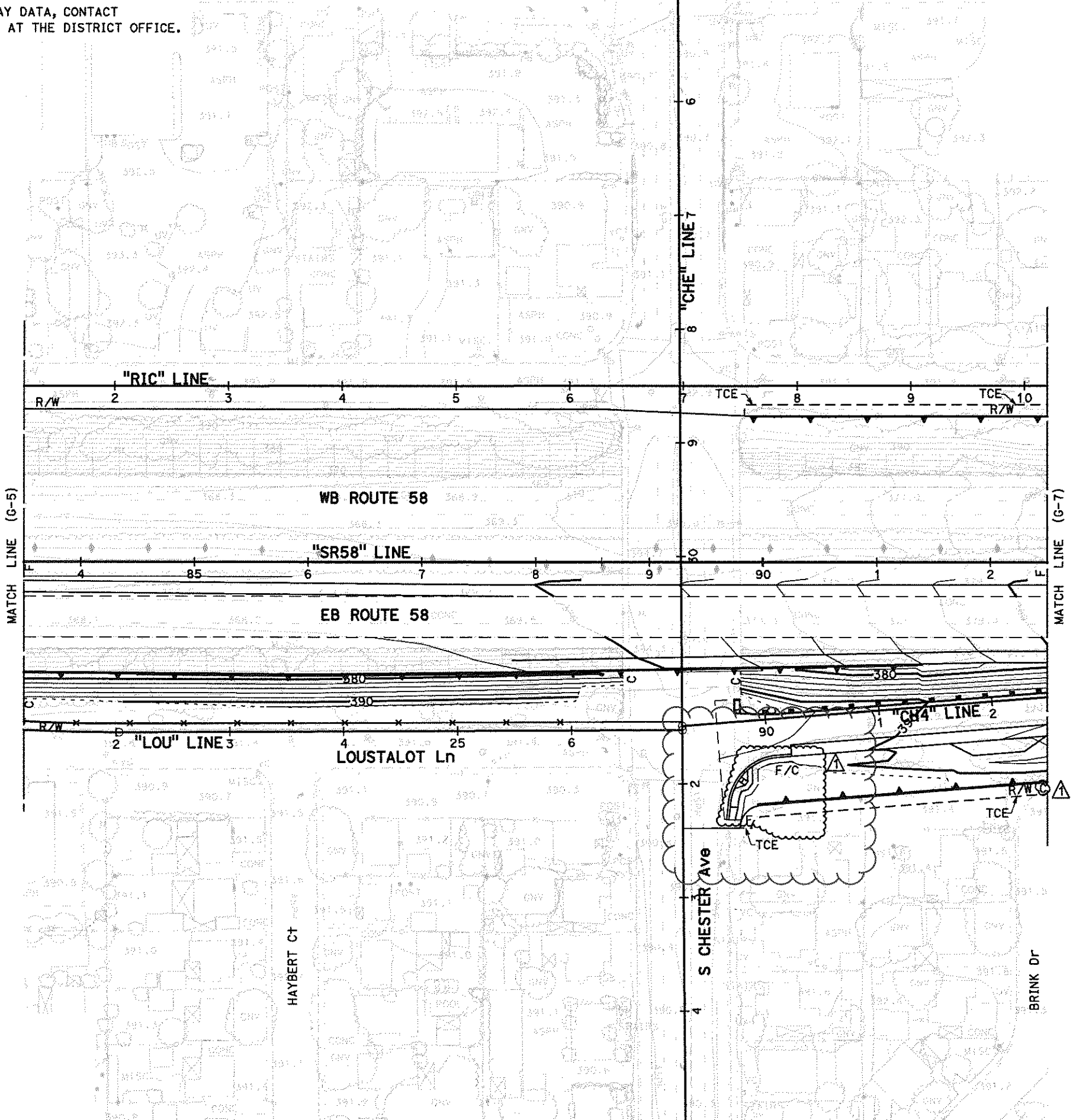
DATE

11/17/17

XXXXXX

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

CCO No. 140 - Sheet 8 of 9



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	206	1372

Michelle Cooper

06/09/14

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS

2201 DUPONT DRIVE, SUITE 200

IRVINE, CALIFORNIA 92612

CITY OF BAKERSFIELD

1600 TRUXTUN AVENUE

BAKERSFIELD, CALIFORNIA 93301

REGISTERED PROFESSIONAL ENGINEER

MICHELLE COOPER

No. 73326

Exp. 12/31/14

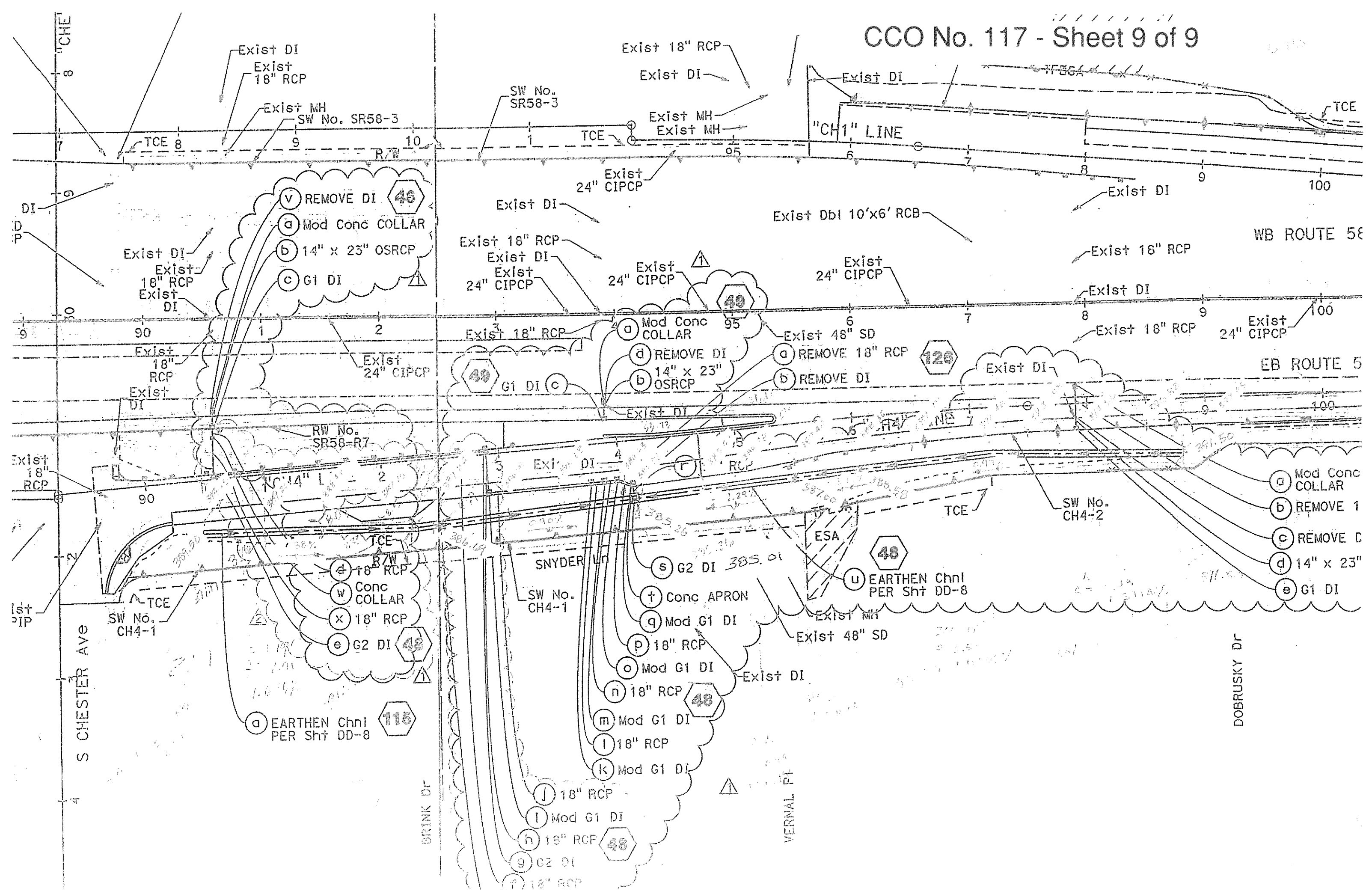
CIVIL

STATE OF CALIFORNIA

THIS PLAN ACCURATE FOR CONTOUR GRADING WORK ONLY

CONTOUR GRADING
SCALE: 1" = 50'
G-6

LAST REVISION DATE PLATTED 11/17/2017



CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 8CONTRACT NO. 14-241 CHANGE ORDER NO. 126 P.O. NO. _____PROJECT: Beltway Operational Improvement Project (BOIP) PNR5 5109(213)
TRBI17 FEDERAL NO. (S) _____CONTRACTOR: Security Paving CompanyADDRESS: 2915 Fairhaven DriveBakersfield, CA 93309

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account.
Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer

DATE: _____

CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer

DATE: _____

Extra Work at Force Account

As directed by the Engineer, construct a maintenance access road and modify the top of drainage system 80a at the SB SR99 Ming On-ramp drainage basin as shown on redlined sheet G-16, added sheet C-98 and added drainage modification detail, including revised roadway cross sections, all as included on sheets 2 through 8 of this contract change order. Compensation for all labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment". All work shall be pursuant to the contract documents.

Total Estimate of Extra Work at Force Account: **\$30,000.00**ACCOUNT NO (S) _____

_____INCREASE \$30,000.00
DECREASE _____

By reason of this order the time of completion will be adjusted as follows: _____
City Council Approval Required YES X
Deferred NO _____

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: _____ Contractor: Unilateral Title: _____

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

GLEN PARKER

CHECKED BY

MICHELLE COOPER

REVISOR

MATTHEW BRASH

DATE

12/22/16

RFI

192

DATE

08/31/17

RFI

418

DATE

05/14/18

RFI

418

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

REGISTERED CIVIL ENGINEER

DATE

08/31/17

REGISTERED PROFESSIONAL ENGINEER

SCOTT NEFF

No. C52992

Exp. 12/31/18

CIVIL

STATE OF CALIFORNIA



CCO 126 Sheet 2 of 8

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	216	1372

REGISTERED CIVIL ENGINEER

DATE

06/09/14

REGISTERED PROFESSIONAL ENGINEER

MICHELLE COOPER

No. 73326

Exp. 12/31/14

CIVIL

STATE OF CALIFORNIA

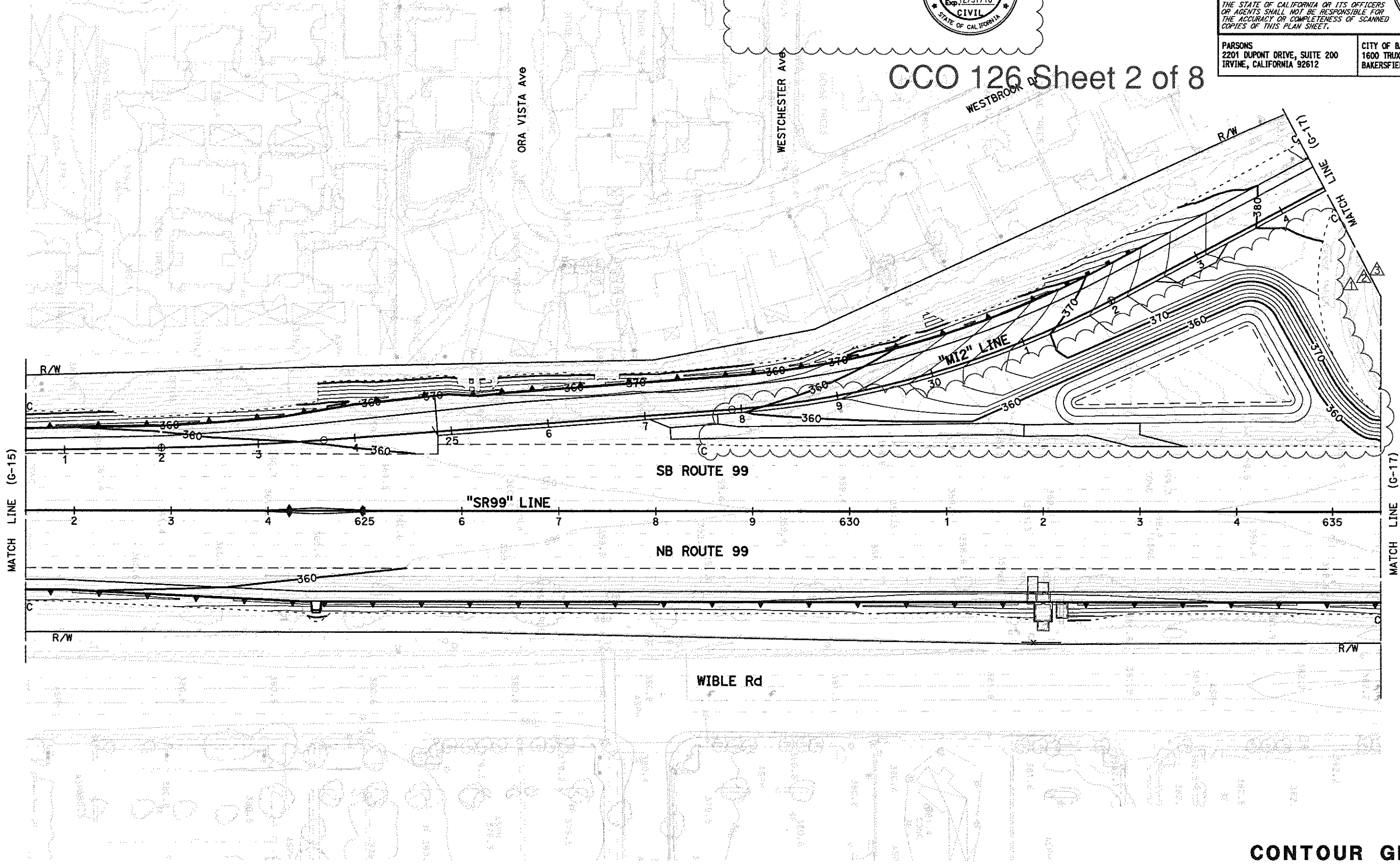
PLANS APPROVAL DATE

07/03/14

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS
2201 DUPONT DRIVE, SUITE 200
IRVINE, CALIFORNIA 92612

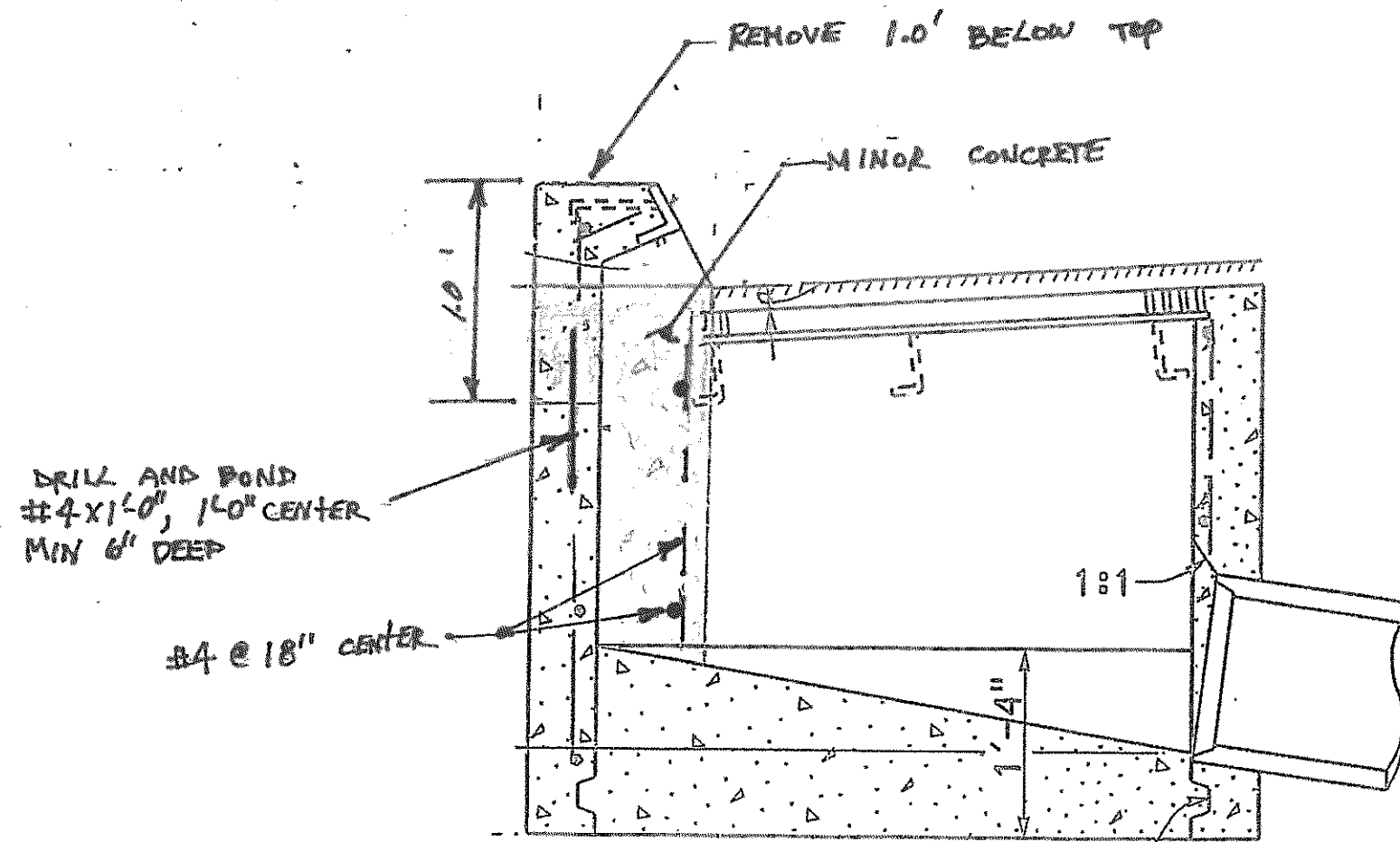
CITY OF BAKERSFIELD
1600 TRUXTON AVENUE
BAKERSFIELD, CALIFORNIA 93301



THIS PLAN ACCURATE FOR CONTOUR GRADING WORK ONLY

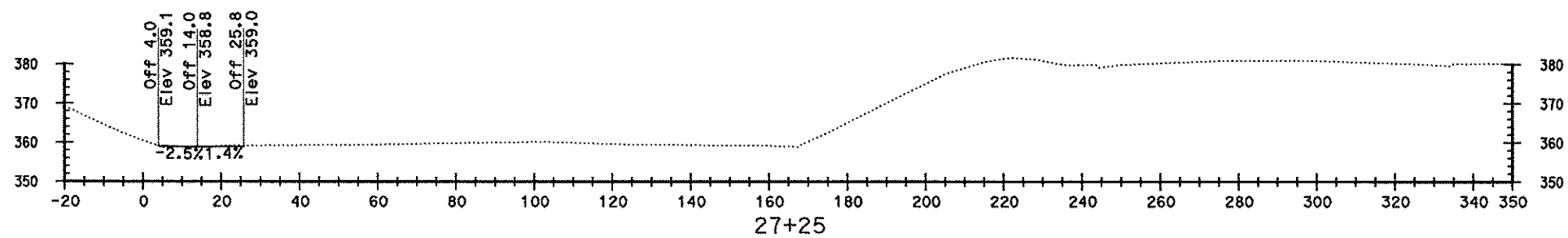
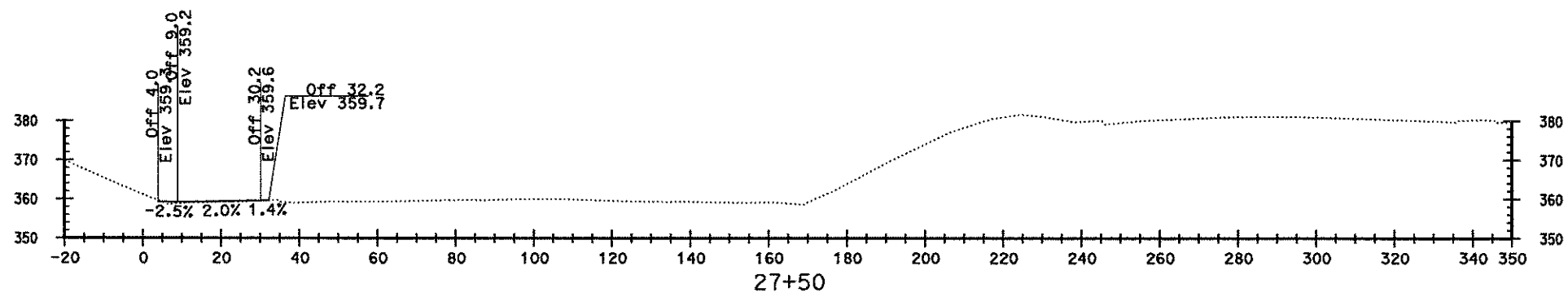
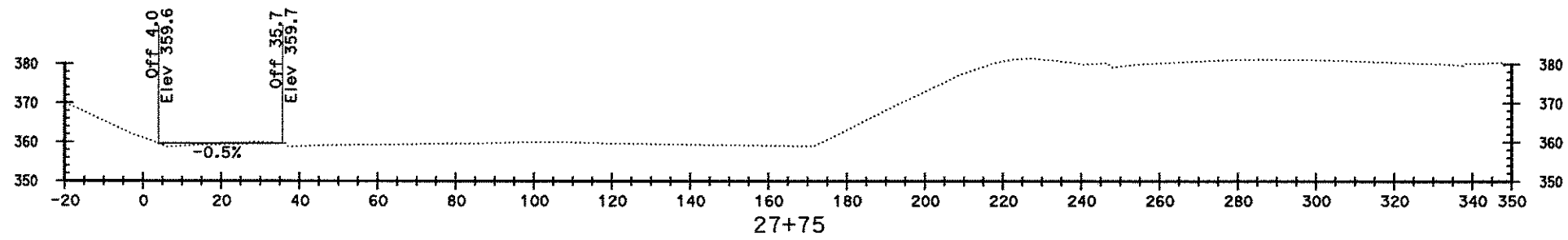
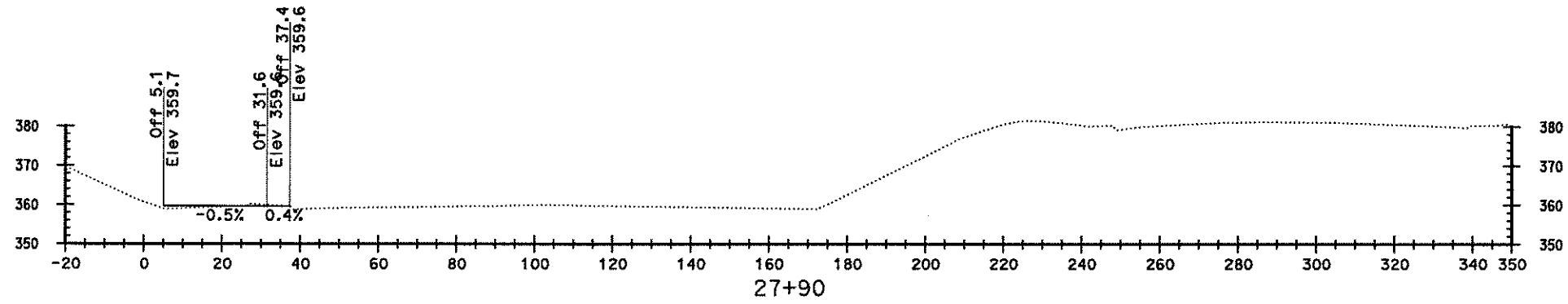
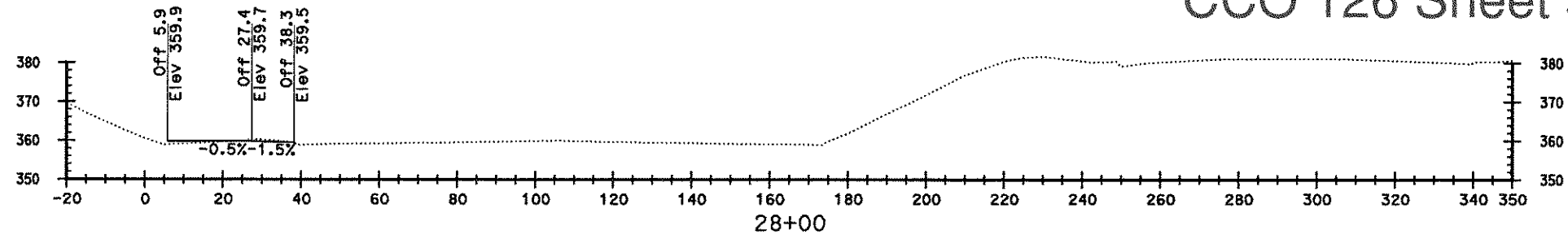
CONTOUR GRADING
SCALE: 1" = 50'
G-16

LAST REVISION DATE PRINTED 05/14/2018

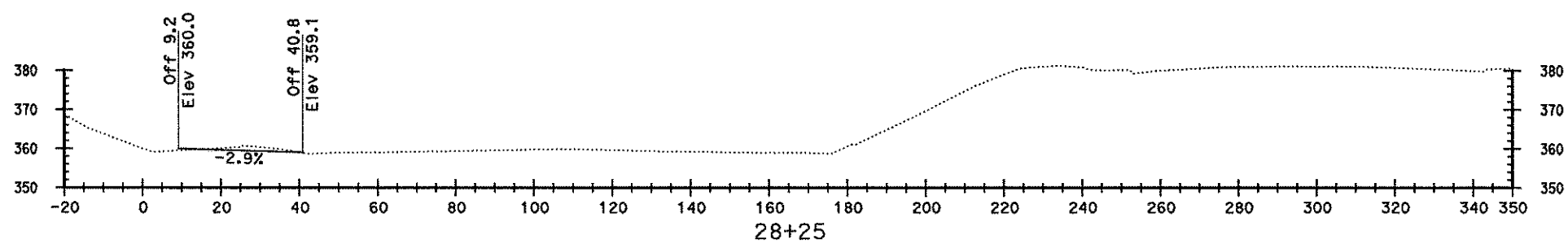
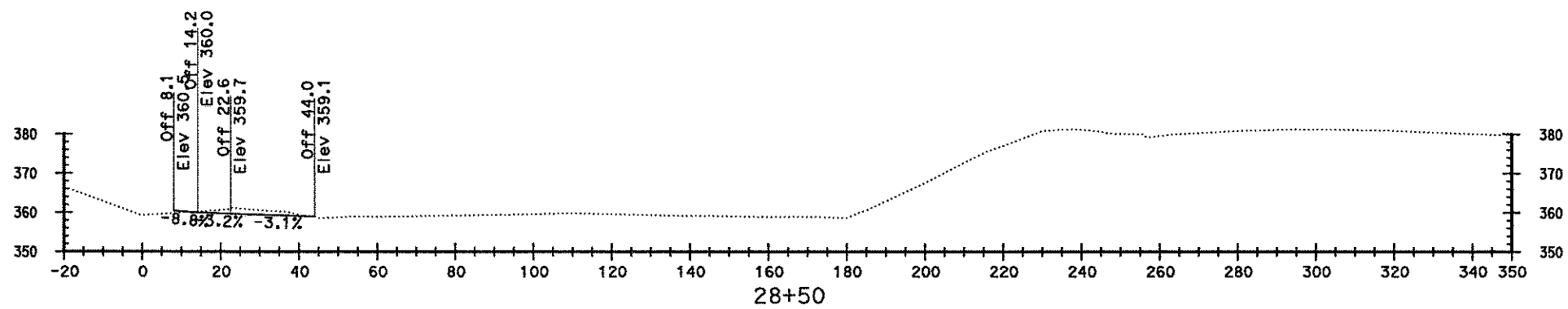
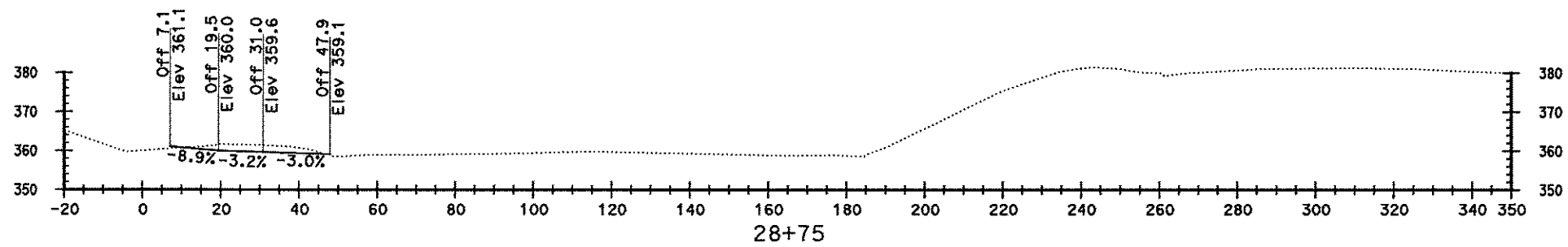
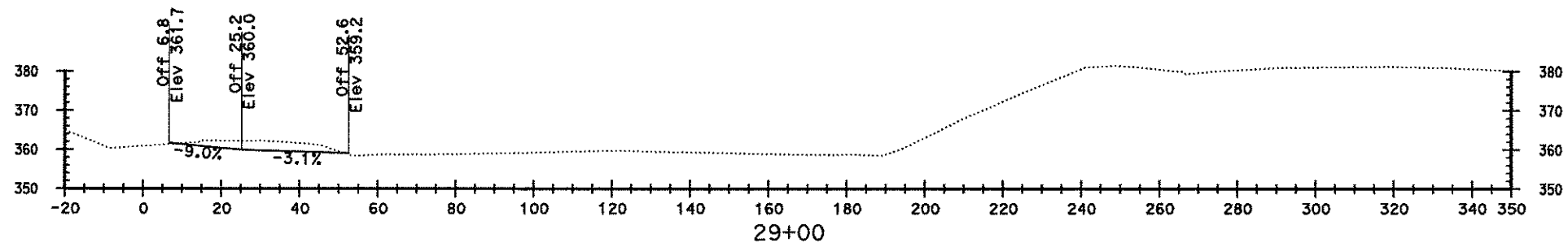
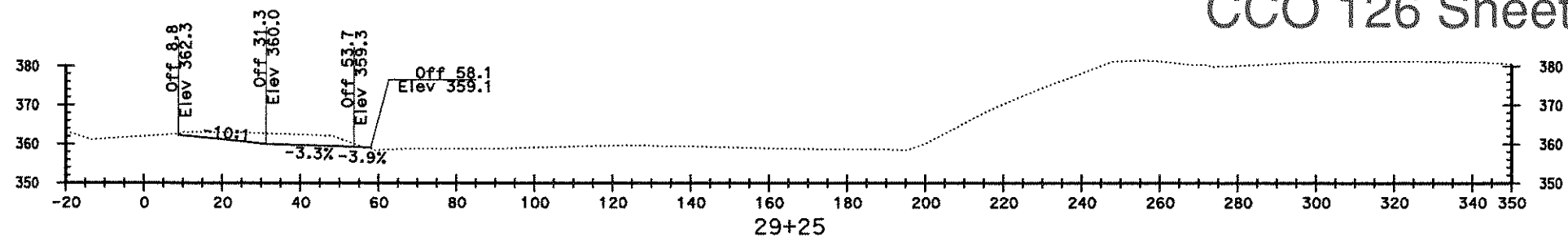


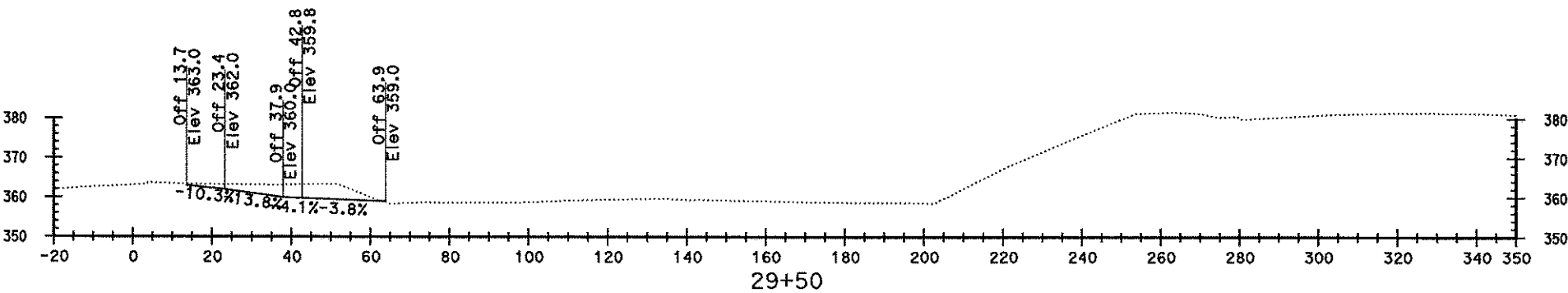
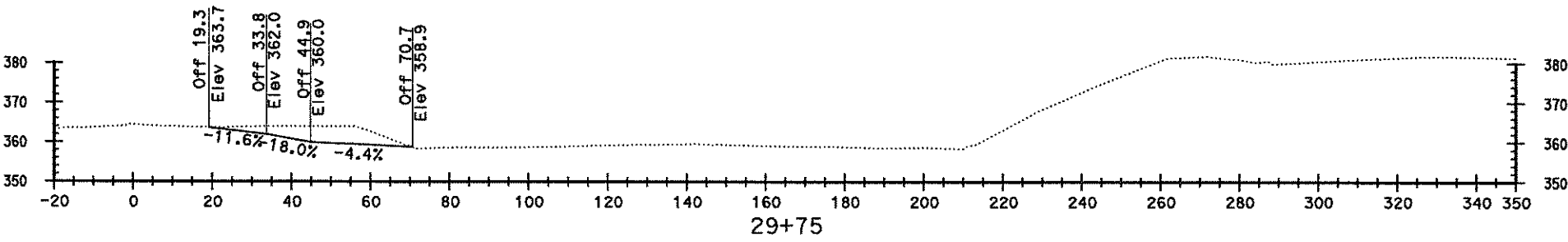
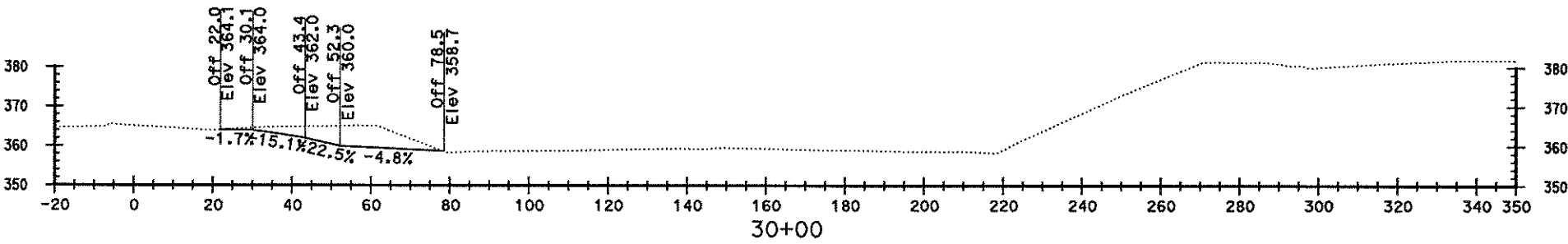
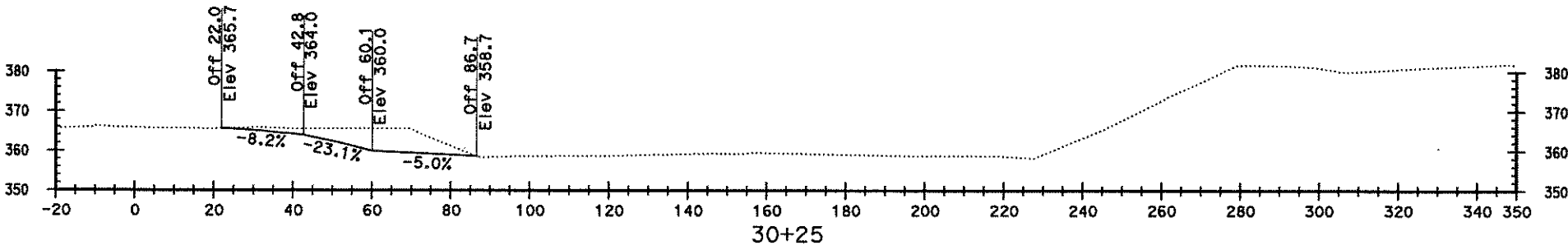
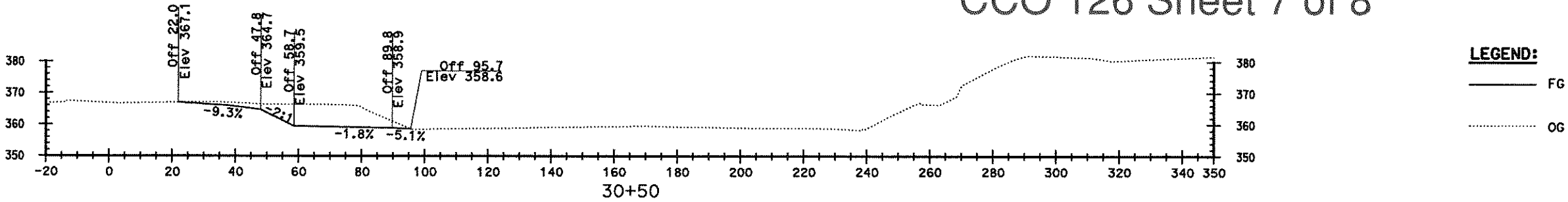
CCO 126 Sheet 5 of 8

LEGEND:
 — FG
 OG

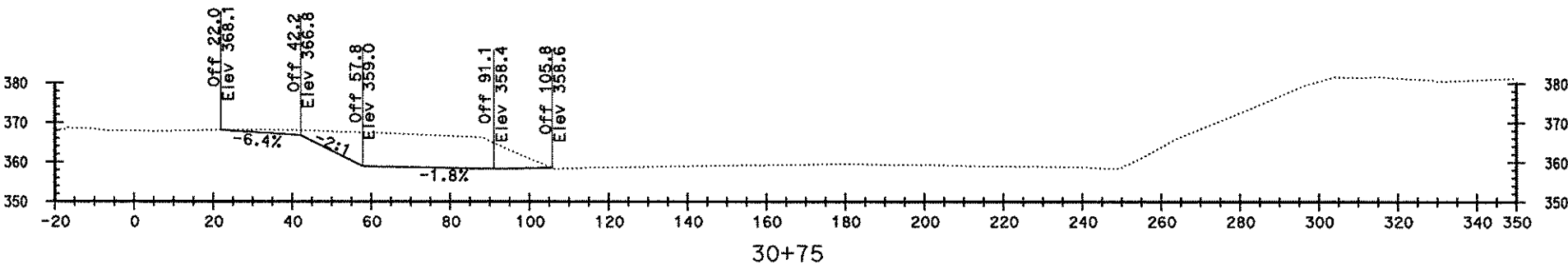


LEGEND:
 — FG
 OG





LEGEND:
—— FG
..... OG



CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 3CONTRACT NO. 14-241 CHANGE ORDER NO. 127 P.O. NO. _____PROJECT: Beltway Operational Improvement Project (BOIP) PNRS 5109(213)
TRB117 FEDERAL NO. (S) _____CONTRACTOR: Security Paving Company
ADDRESS: 2915 Fairhaven Drive
Bakersfield, CA 93309YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account.
Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer DATE: _____CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer DATE: _____**Extra Work at Force Account**

As directed by the Engineer, modify drainage systems 76 and 78 on NB SR99, and an existing drainage system located at SB SR99 station 613+00 +/- as included on attached sheets 2 and 3 of this contract change order. Drainage modifications include removal of portions of the existing system, inlet reconstruction, contour grading and back gutter construction. Compensation for all labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment". All work shall be pursuant to the contract documents.

Total Estimate of Extra Work at Force Account: **\$30,000.00**ACCOUNT NO (S) _____ INCREASE \$30,000.00
DECREASE _____By reason of this order the time of City Council Approval Required YES X
completion will be adjusted as follows: Deferred NO _____

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: _____ Contractor: Unilateral Title: _____

Thomas Roads Improvement Program

1600 Truxtun Avenue, 3rd Floor, Bakersfield, California 93301
 Telephone: (661) 326-3700 • Fax: (661) 852-2195

September 8, 2017



Letter No. 1194
 Cat. 5.2, 49A.113

Anthony Mattivi
Security Paving Company, Inc.
 9050 Norris Avenue
 Sun Valley, CA. 91352

Reference: Beltway Operational Improvements Project (BOIP)

Subject: NTP – PCO No. 113 – NB and SB SR99 Drainage Modifications

Mr. Mattivi:

Pursuant to Section 4-1.05, "Changes", SPC is hereby directed to proceed with modifying two (2) new drainage systems on NB SR99 (systems 76 and 78) and one (1) existing inlet on SB SR99 at station 613+00 +/-.

Regarding necessary modifications to newly constructed system 76 and 78, scope of work includes removal of the new G1 inlet and sufficient 14-inch OSRCP (and concrete backfill) to construct modified expanded G2 inlets pursuant to BOIP plan sheet DD-18. Both expanded G2s shall utilize dual 24-12 grates with inlet dimensions as follows and as directed by the Engineer in field:

- System 76. A=3'. B=4'. Please note "a" and "b" dimensions are not necessary as there are no pipes penetrating the side of the inlet.
- System 78. A=3'. B=9.5'. Please note "a" and "b" dimensions are not necessary as there are no pipes penetrating the side of the inlet.

Regarding the necessary inlet modifications on SB SR99 at station 613+00 +/-, those have been discussed in field and during a conference call today between NV5 and SPC. To reiterate formally, SPC is to modify the existing inlet as necessary so that the new inlet grate is located at the flowline of the new concrete barrier.

Consider this letter your notice to proceed. Compensation for all work necessary for the modifications contained herein shall be made at force account pursuant to the contract documents as directed by the Engineer.

If there are any questions please contact Ryan Wilson at 916.601.9091.

Sincerely,

Jeff Pallesen
 Jeff Pallesen, PE
 Construction Manager

CCO No. 127 - Sheet 3 of 3

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7	151A	1372

09/13/17

PLANS APPROVAL DATE

09/13/17

DATE

SCOTT NEFF

REGISTERED PROFESSIONAL ENGINEER

No. C52992

Exp. 12/31/18

STATE OF CALIFORNIA

PARSONS

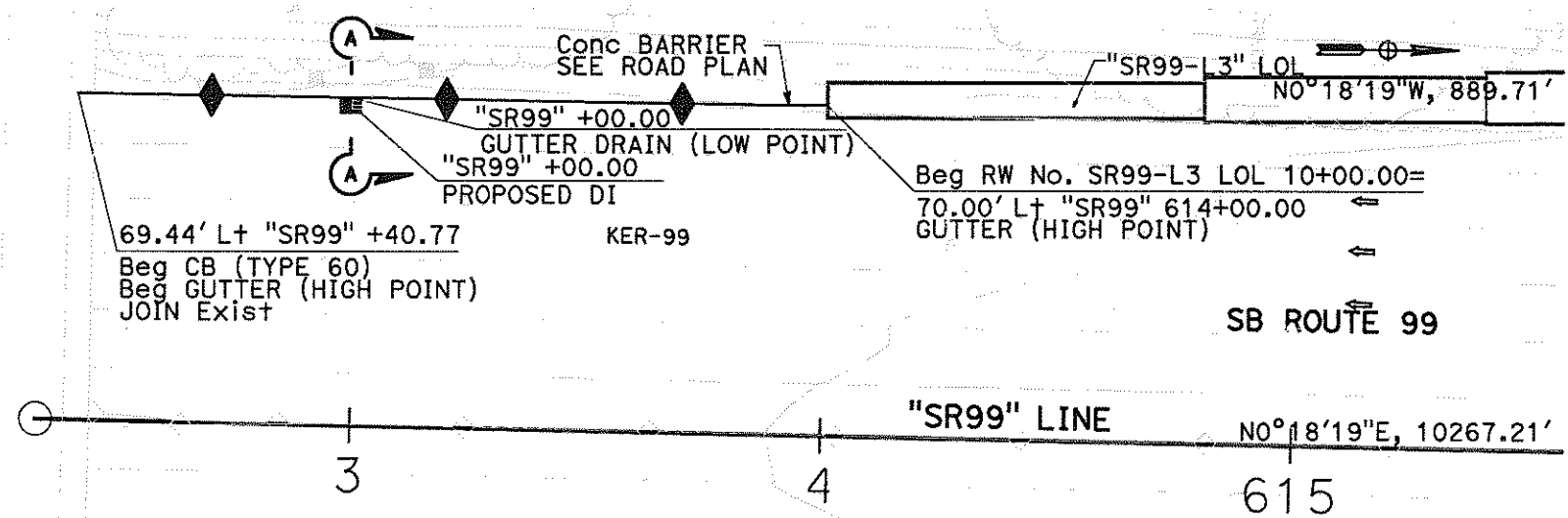
2201 DUPONT DRIVE, SUITE 200

IRVINE, CALIFORNIA 92612

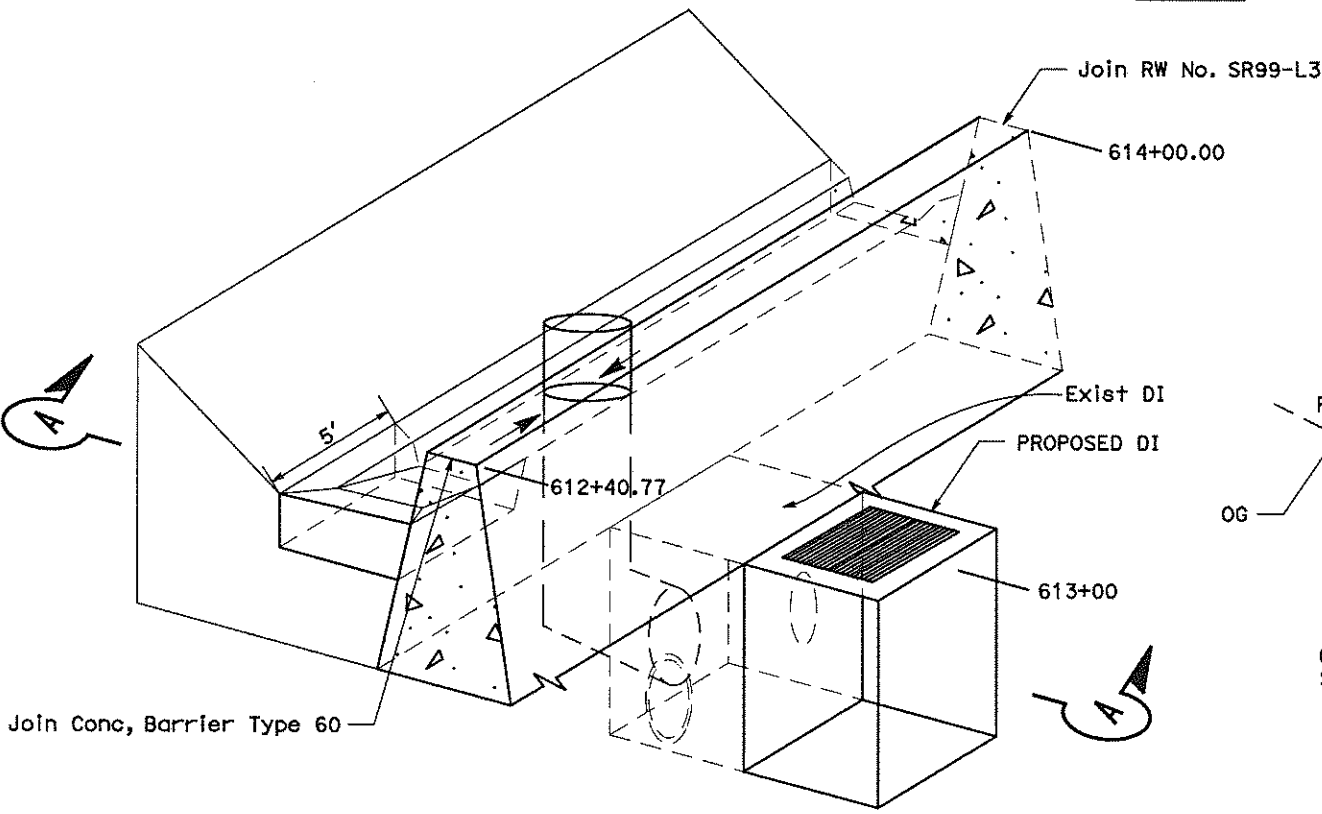
CITY OF BAKERSFIELD

1600 TRUXTON AVENUE

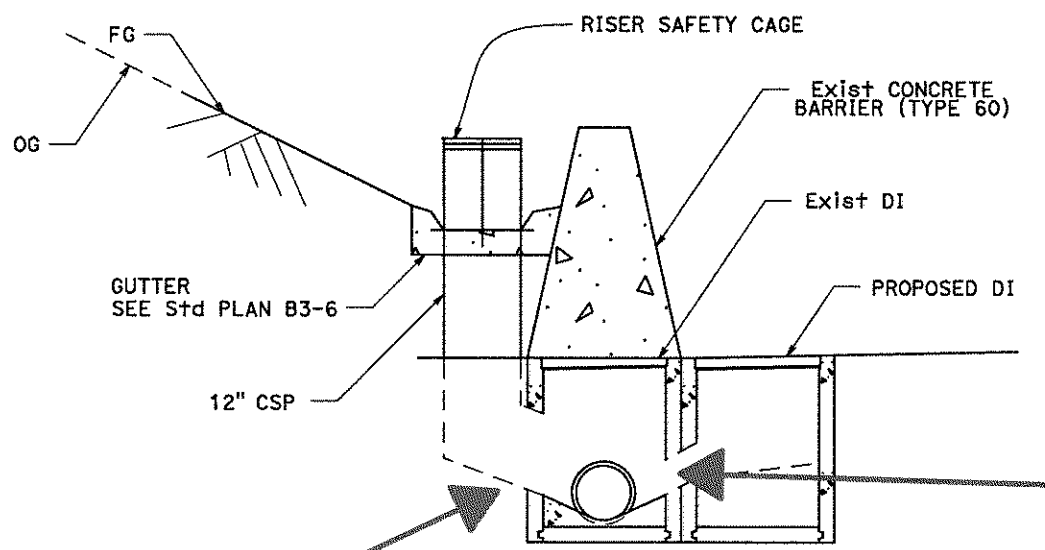
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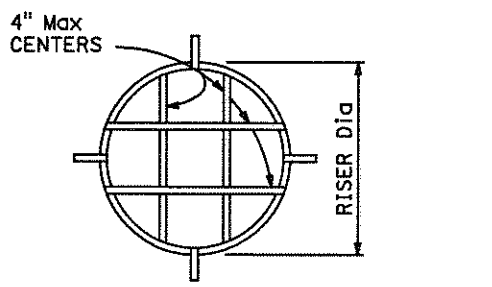
PLAN



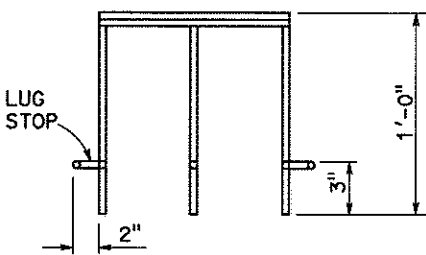
WALL DRAIN DETAIL
NO SCALE



SECTION A-A
NO SCALE



PLAN



ELEVATION

RISER SAFETY CAGE DETAIL
NO SCALE

*Riser cage pursuant to Standard Plan D93A

*All work shall be as directed by the Engineer

*Stub 14"x19" OSRCP between existing and new inlet

CONSTRUCTION DETAILS
(CONCRETE BARRIER TYPE 60 MOD)
NO SCALE

C-81a

*Construct field collar at CSP/Existing inlet interface

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 6

CONTRACT NO. 14-241 CHANGE ORDER NO. 136 P.O. NO.

PROJECT: Beltway Operational Improvement Project (BOIP) PNRS 5109(213)
TRB117 FEDERAL NO. (S)CONTRACTOR: Security Paving Company
ADDRESS: 2915 Fairhaven Drive
Bakersfield, CA 93309

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer DATE:
CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer DATE:**Extra Work at Force Account**

Pursuant to Standard Specification Section 4-1.05, "Changes and Extra Work" as directed by the Engineer, compensate the Contractor for all work necessary to construct a cast-in-place bottomless box culvert over an existing 48-inch VCP sewer pipe located at EB SR58 station 92+32.45, including modifications to CRCP pavement, as shown on added construction details C-103, C-104, C-105, C-106 and C-107 as included on sheets 2 through 6 of this contract change order. Compensation for all additional labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment". All work shall be pursuant to the contract documents.

Total Estimate of Extra Work at Force Account: \$65,000.00

Adjustment in Compensation at Force Account

Pursuant to Standard Specifications Section 4-1.05, "Changes and Extra Work" and Section 4-1.05B, "Work-Character Changes", adjust compensation to the Contractor for impacts to roadway construction operations including subgrade, HMA and CRCP due to the addition of the cast-in-place bottomless box culvert as contained herein. Impacts include inefficiencies and remobilizations. Compensation adjustment for all additional labor, materials, equipment and incidentals, as determined by the Engineer, will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment".

Total Estimate of Adjustment in Compensation at Force Account: \$20,000.00

ACCOUNT NO (S) INCREASE \$85,000.00
DECREASEBy reason of this order the time of City Council Approval Required YES X
completion will be adjusted as follows: Deferred NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: Contractor: Unilateral Title:

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Matthew Brash
CONSULTANT FUNCTIONAL SUPERVISOR
MATTHEW BRASH
CALCULATED BY
DESIGNED BY
CHECKED BY
ANIE YU
SCOTT NEFF
REVISOR
DATE
08/09/18
DATE REVISED

NOTES:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. STATION, SLOPE, OR ELEVATIONS IN PARENTHESES SHALL BE VERIFIED IN FIELD.
3. FOR DESIGN AND DETAIL NOT SHOWN, SEE SHEETS C-104 TO C-107.
4. PLACE DOWEL BARS AT HALF DEPTH OF CULVERT ROOF SLAB. SEE STD PLAN P10 TRANSVERSE JOINT DOWEL BAR LAYOUT AND TRANSVERSE CONSTRUCTION JOINT DETAIL FOR DETAILS NOT SHOWN.
5. CONSTRUCT 6" THICK, 11'-0" WIDE, AND 7'-0" LONG MINOR CONCRETE SLAB. CONCRETE SHALL BE INTEGRALLY COLORED Fed. Std. 21105.

QUANTITIES

STRUCTURE EXCAVATION (CULVERT)	128	CY
STRUCTURE BACKFILL (CULVERT)	32	CY
STRUCTURAL CONCRETE, BOX CULVERT	32	CY
BAR REINFORCING STEEL, BOX CULVERT	5,650	LB
MINOR CONCRETE	2	CY

ECO No. 136 - Sheet 2 of 6

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS
06	Ker	58	R52.3/R55.4 22.1/22.7	
Matthew Brash			08/09/18	
DATE				
08/09/18				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612			CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301	

REGISTERED PROFESSIONAL ENGINEER

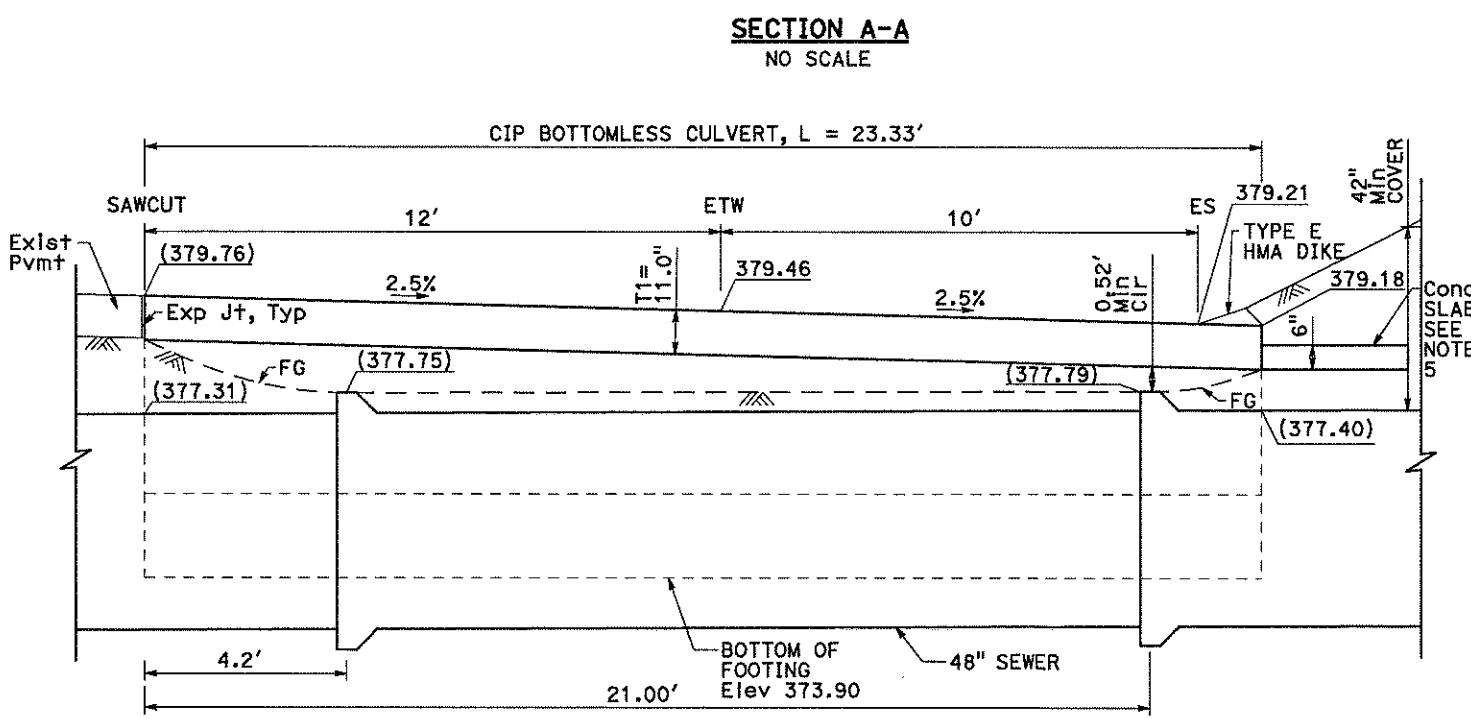
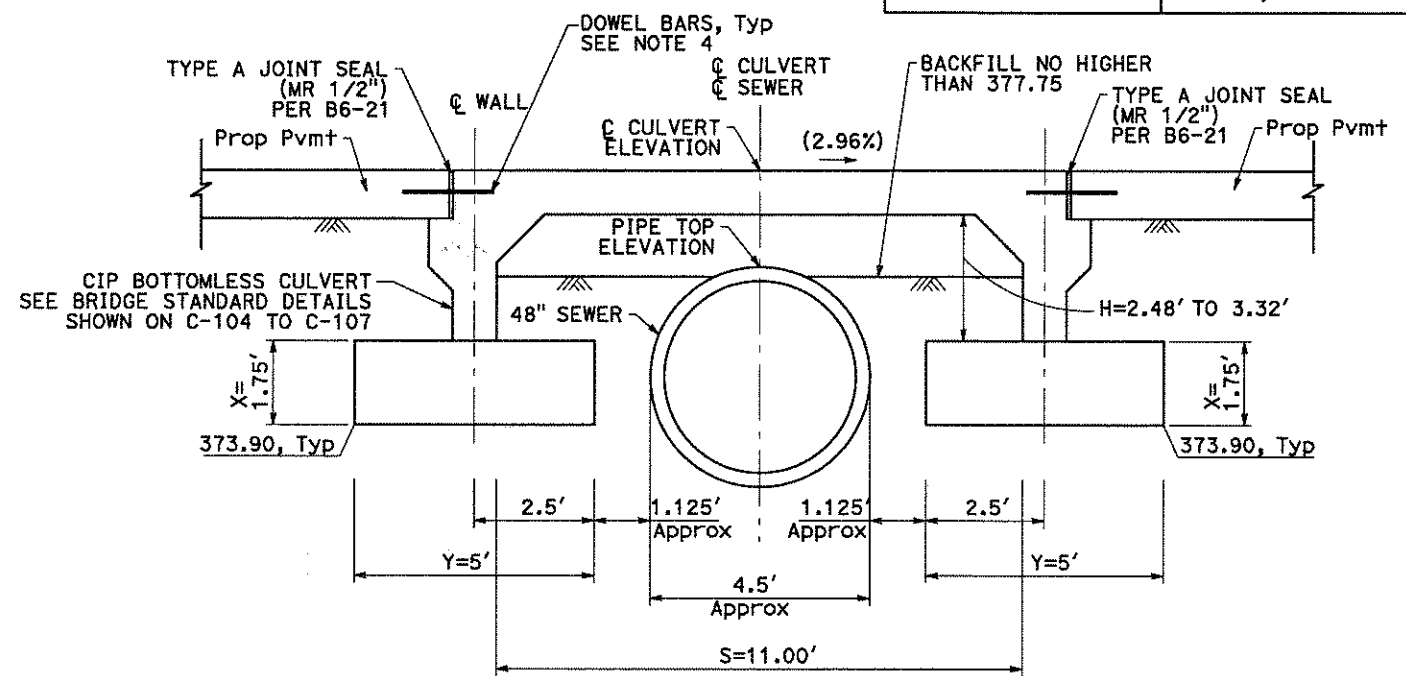
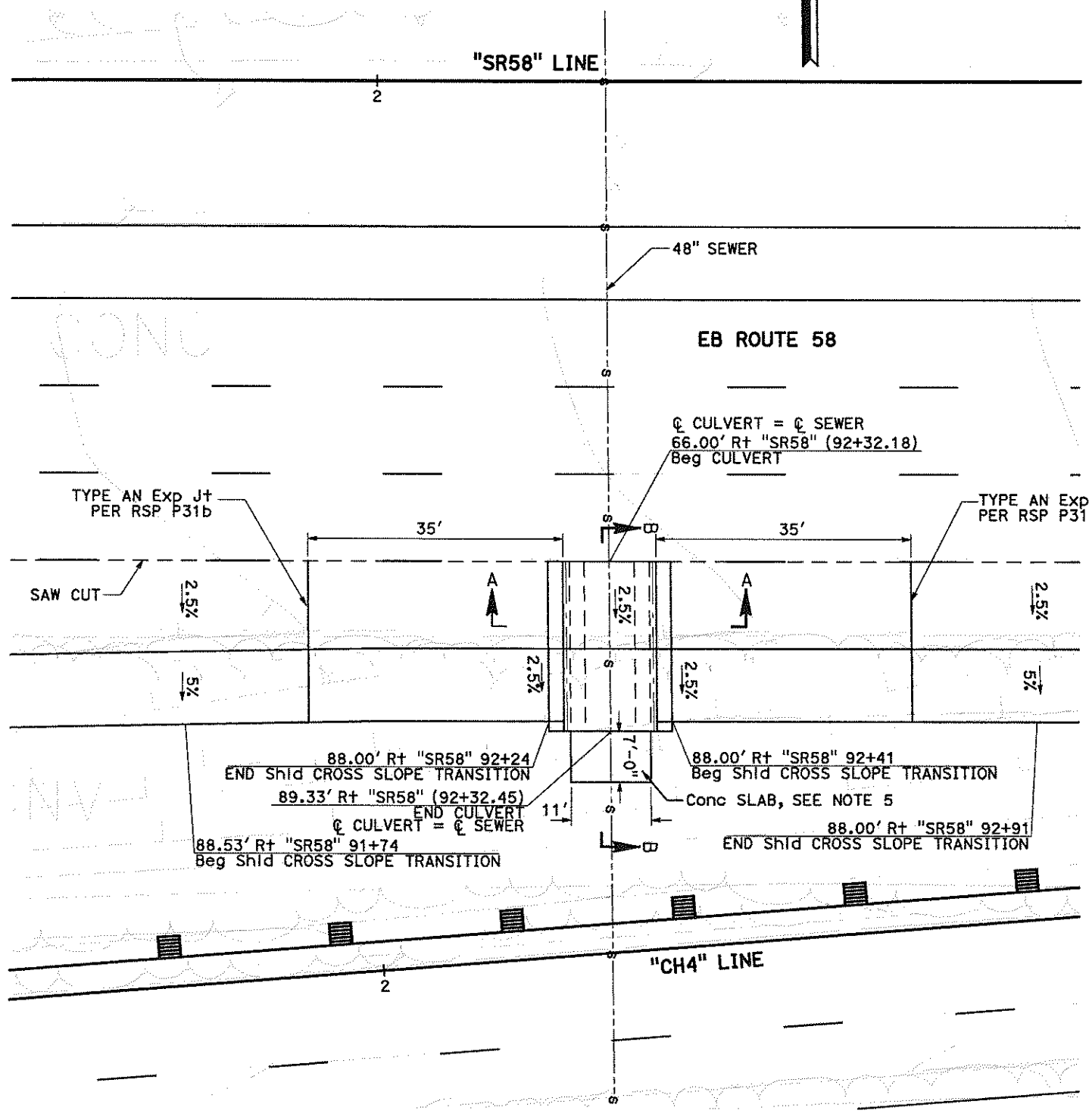
MATTHEW BRASH

No. C78433

Exp 09/30/19

CIVIL

STATE OF CALIFORNIA



CONSTRUCTION DETAILS

DATE	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET TOTAL
06	Ker	58	99	R52.3/R55.4	No. SHEETS
			22.1/22.7		
Matthew Brash			08/09/18	DATE	
08/09/18			PLANS APPROVAL DATE		
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612			CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301		

REGISTERED PROFESSIONAL ENGINEER
MATTHEW BRASH
No. C78433
Exp 09/30/19
CIVIL
STATE OF CALIFORNIA

DESIGN NOTES:

1. Specifications:

AASHTO LRFD Bridge Design Specifications, 6th Edition with California Amendments.

Loading:

Impact Factor (Apply to roof slab only):

IM = 33(1.0-0.125 D_E) ≥ 0%

D_E = the minimum depth of earth cover

Earth Load:

Earth pressures for two conditions:

For culverts with pile foundation or footing on rock

140 LB/CF vertical, 42 LB/CF horizontal.

140 LB/CF vertical, 140 LB/CF horizontal.

For culverts with footing on soil

140 LB/CF vertical, 42 LB/CF horizontal.

140 LB/CF vertical, 70 LB/CF horizontal.

Unit stresses:

f'_c = 3600 psi (Culverts & Footings)

f'_c = 4000 psi (Piles)

f_y = 60,000 psi

2. Piles:

Class 200 kip pile in Standard Plans B2-8 for deep foundation.

CONSTRUCTION NOTES:

Construction loads:

Strutting required as shown on Standard Plan D88.

Strutting may be required on culvert extensions when existing parapet is removed.

Roof and Walls:

When cover is less than span length- Place 1/2" premolded expansion joint filler at 30'-0" ± centers outside the paved roadway lanes and place Bridge Detail 3-2, Standard Plan B0-3, at 30'-0" ± centers under paved roadway lanes.

When cover is more than span length- Place 1/2" premolded expansion joint filler at 30'-0" ± centers and additional 1/2" premolded expansion joints at locations of change in foundation character as directed by the engineer.

Construction joints:

Temporary joints permitted if normal (or radial) to C of frame.

GENERAL NOTES:

Reinforcement placement:

Main reinforcement is to be placed transversely or, for curved culverts, radially. When radial, reinforcing spacing of the transverse bars in the top slab is measured along the centerline.

Provide paving notch when top is exposed and when pavement is portland cement concrete, see "WALL, SLAB, AND PILE DETAILS" sheet for details.

For design and details not shown, see Standard Plans D82 and D84.

ADDITIONAL NOTES:

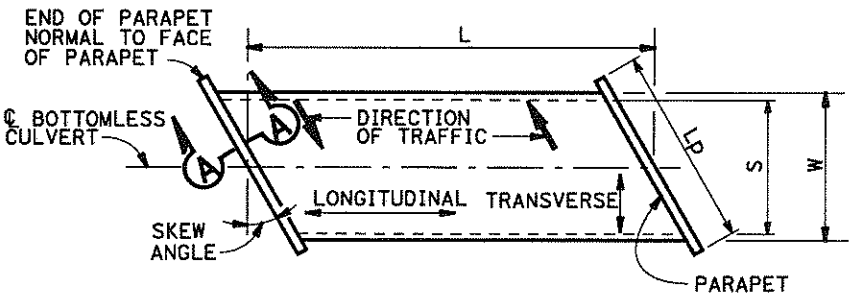
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2. THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

MAIN REINFORCEMENT TRANSVERSE

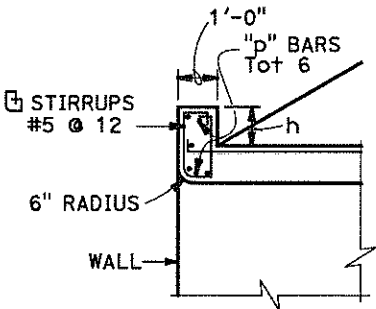
LONGITUDINAL BARS

PART PLAN-SKEWED



BOTTOMLESS CULVERT TERMINOLOGY

W = Width, L = Length, Lp = Parapet Length, S = Span

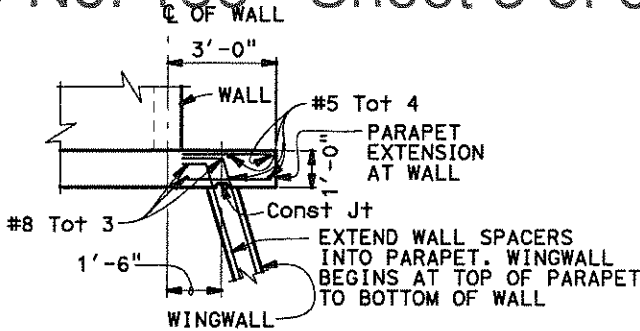


SECTION A-A PARAPET DETAIL WITH SKEW ANGLE

h = Parapet Height

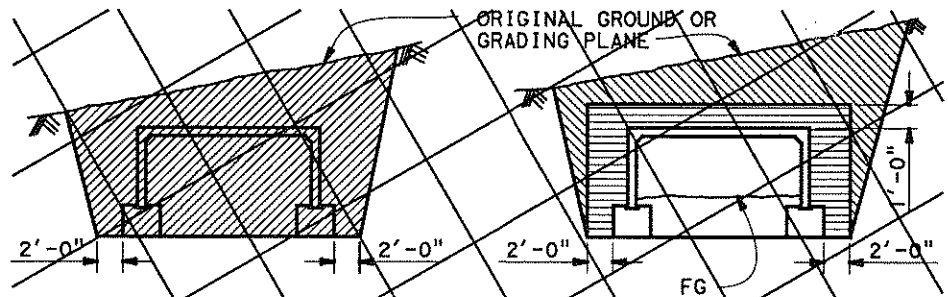
PARAPET "p" BARS & HEIGHT "h"						
SPAN, S	SKEW ANGLE 0° TO 15°		16° TO 30°		31° TO 45°	
	p	h	p	h	p	h
12'	#6	1'-0"	#7	1'-2"	#8	1'-6"
14'	#7	1'-0"	#8	1'-4"	#9	1'-8"
16'	#8	1'-2"	#9	1'-6"	#10	2'-0"
18'	#9	1'-3"	#10	1'-9"	#10	2'-3"
20'	#10	1'-5"	#10	2'-0"	#10	2'-6"

PARAPET REINFORCEMENT

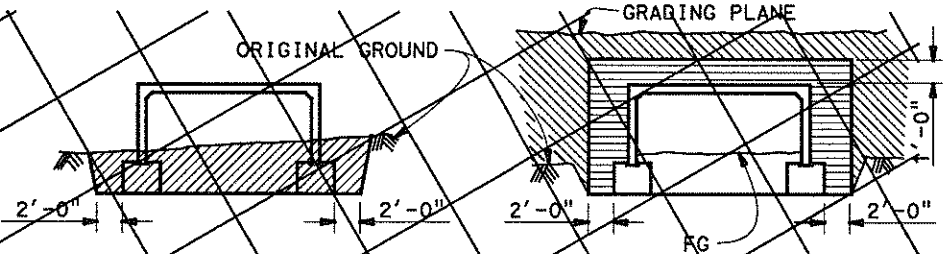


WINGWALL DETAIL, TYPE A, B, C

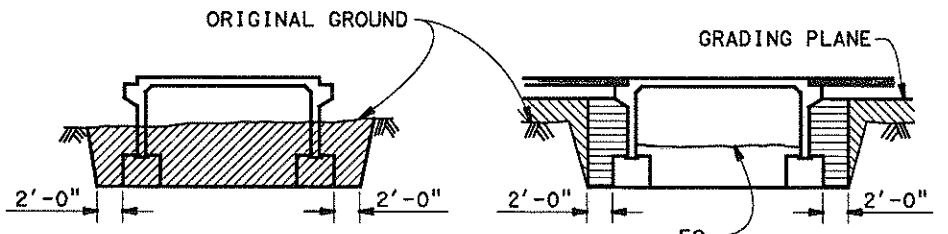
(See STANDARD PLAN D84)



IN TRENCH



IN EMBANKMENT



EXPOSED TOP

EXCAVATION

BACKFILL

LEGEND:

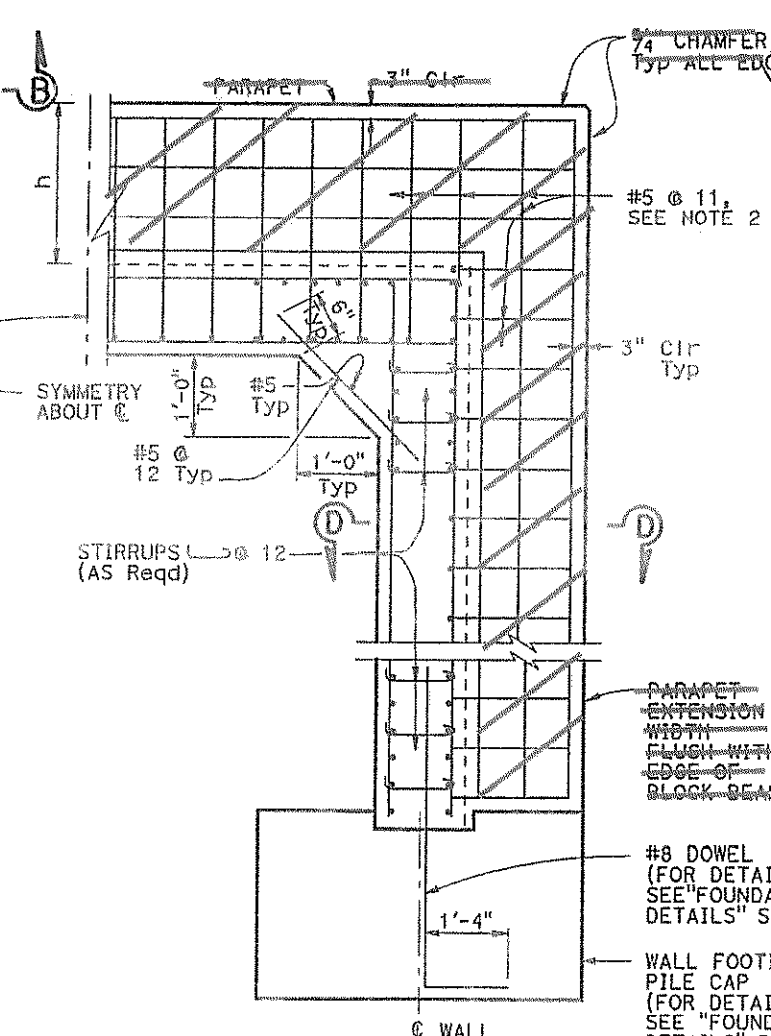
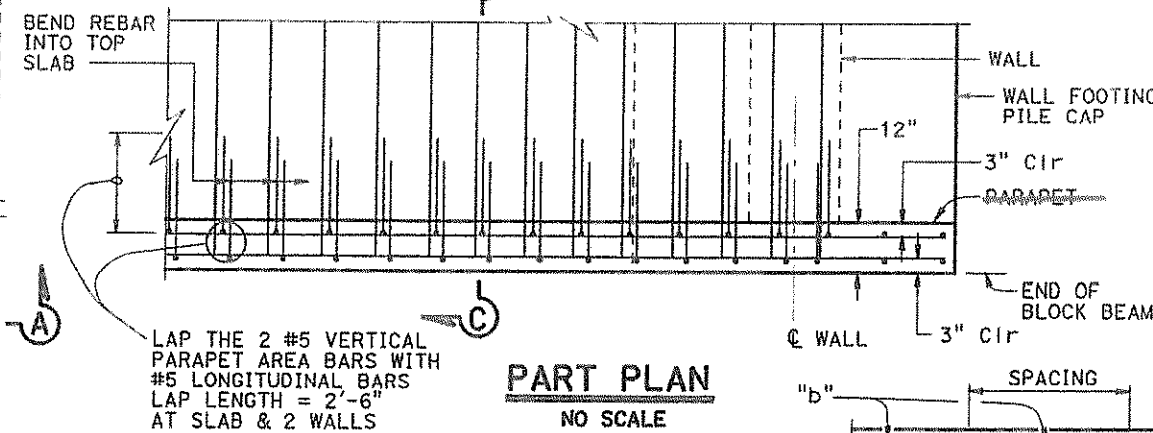
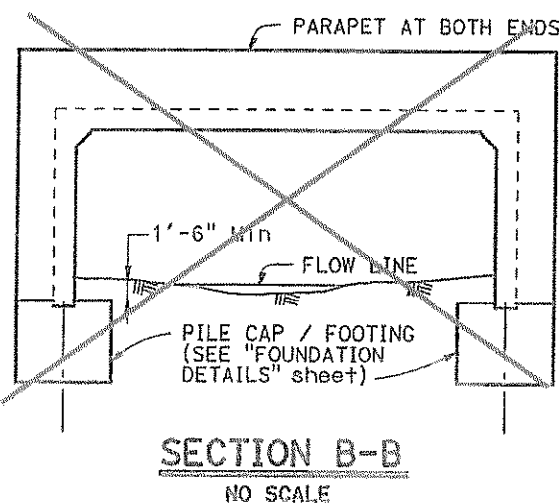
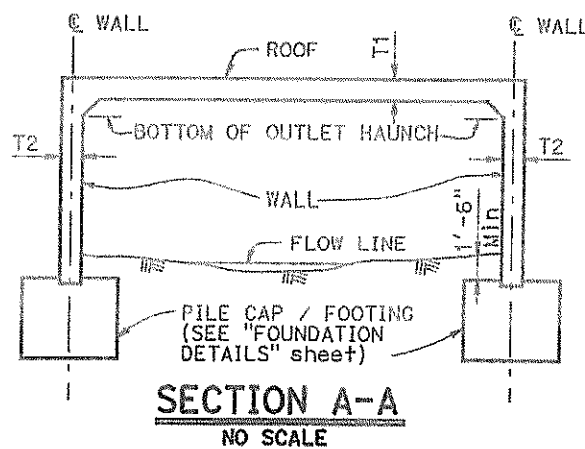
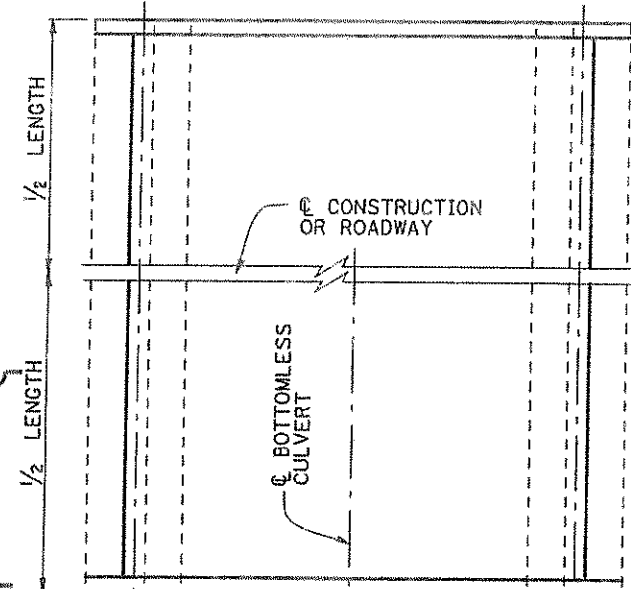
- STRUCTURE EXCAVATION (CULVERT)
- STRUCTURE BACKFILL (CULVERT)
- 95% RELATIVE COMPACTION
- ROADWAY EMBANKMENT
- ORIGINAL GROUND
- FINISH GRADE

CIP BOTTOMLESS CULVERT GENERAL CONFIGURATIONS

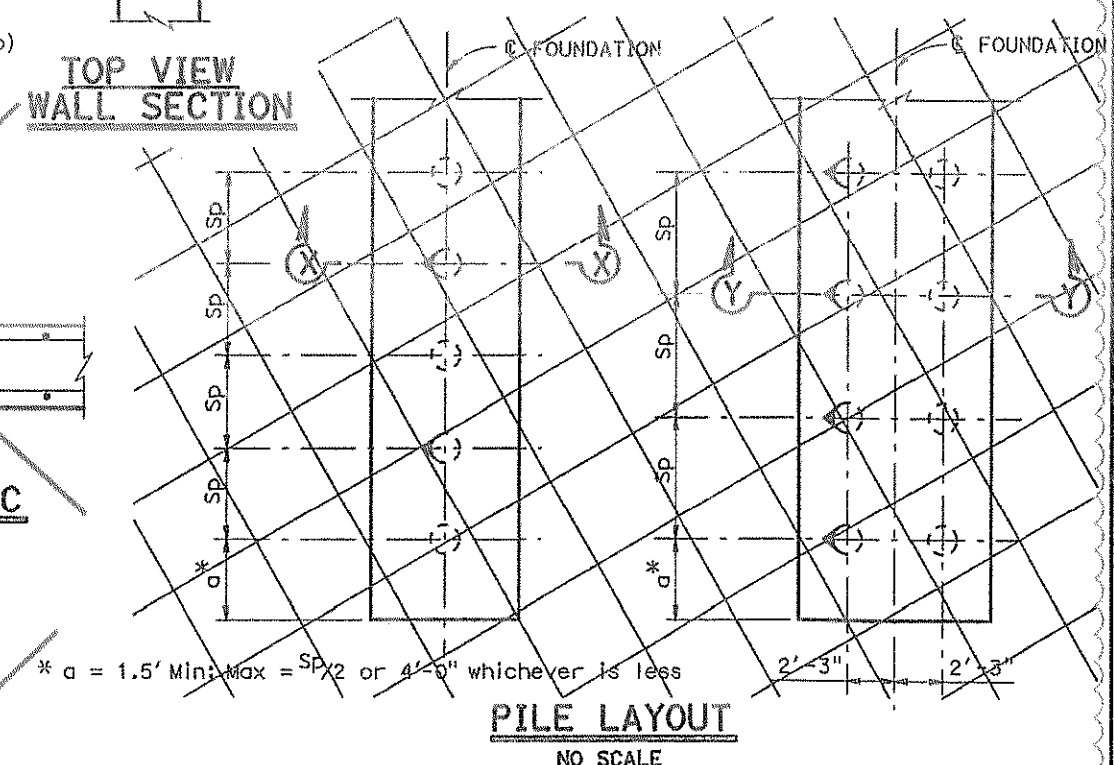
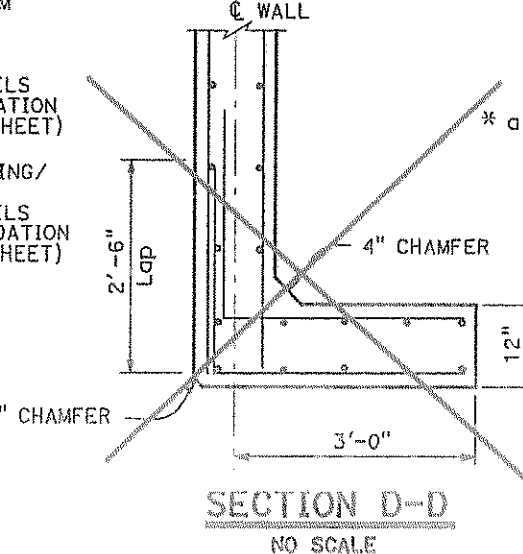
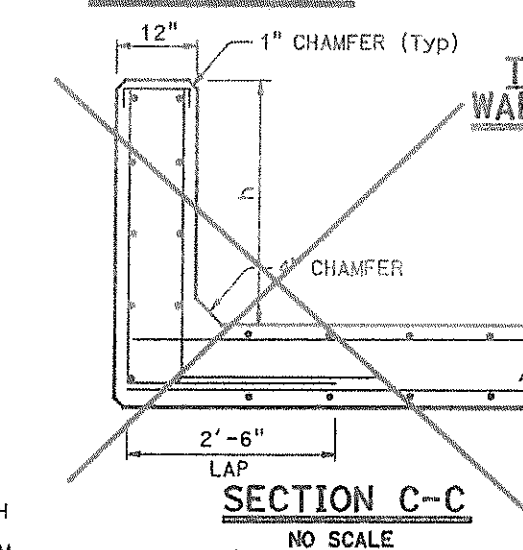
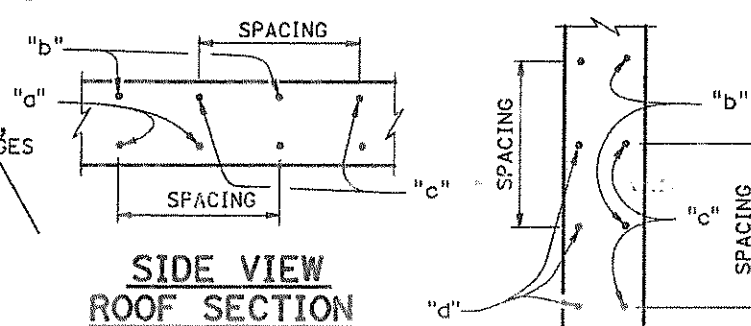
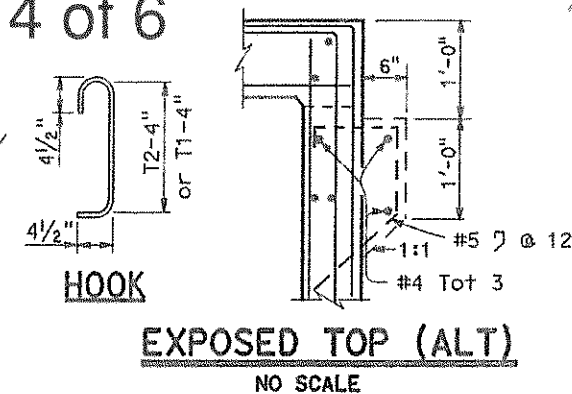
CONSTRUCTION DETAILS

CCO No. 136 - Sheet 4 of 6

DATE	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	58 99	R52.3/R55.4 22.1/22.7		
<i>Matthew Brash</i> 08/09/18 DATE			REGISTERED PROFESSIONAL ENGINEER MATTHEW BRASH No. C79433 Exp 09/30/19 CIVIL STATE OF CALIFORNIA		
08/09/18 PLANS APPROVAL DATE			THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.		
PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612			CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301		



- NOTES:
1. Refer to "GENERAL CONFIGURATIONS" sheet for required locations and parapet height, h.
 2. Skewed parapets require additional reinforcement, see "GENERAL CONFIGURATIONS" sheet.



- FOUNDATION DESIGN NOTES:
1. Stagger layout of piles in opposing footing to avoid conflict between battered piles.
 2. Footings on rock: the bottom of footing shall follow the rock surface along the wall line, holes 1.5 inch in diameter and 2'-6" depth shall be drilled on 12 inch spacing along the centerline of footing into competent rock. Drill and bond No. 8 dowels in accordance with Standard Specifications Section 51.
 3. Footing on soil: see "FOUNDATION DETAILS" sheet.
 4. For Section X-X, Section Y-Y details, see "FOUNDATION DETAILS" sheet.

ADDITIONAL NOTES:

1. THIS SHEET IS BRIDGE STANDARD DETAIL SHEET XS17-050-2 WITH APPROVAL DATE OF MAY 2016.
2. THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

CIP BOTTOMLESS CULVERT
WALL, SLAB, & PILE DETAILS

CONSTRUCTION DETAILS

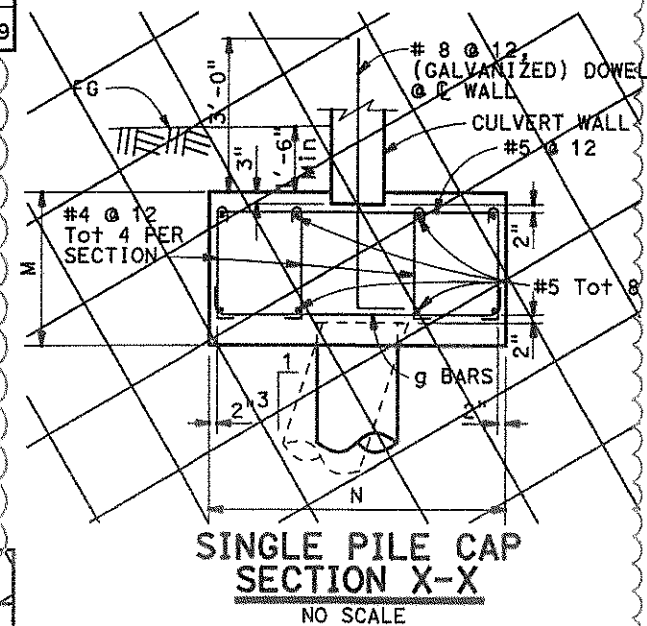
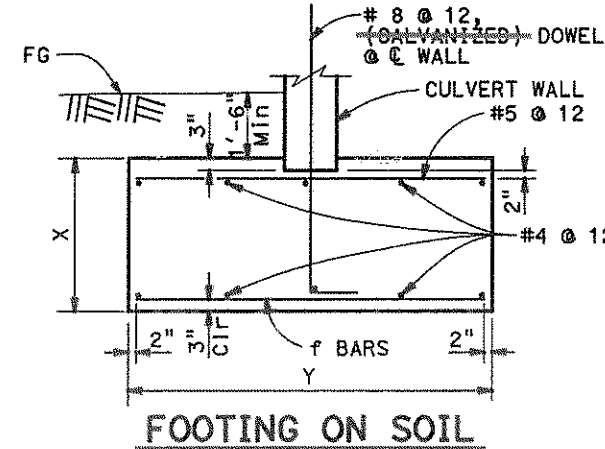
CULVERTS WITH FOOTINGS ON SOIL

CCO No. 136 - Sheet 5 of 6

DATE	COUNTY	ROUTE	POST MILES	SHEET	TOTAL SHEETS
06	Ker	58	R52.3/R55.4	22.1/22.7	
Matthew Brash			08/09/18		
DATE			08/09/18		
PLANS APPROVAL DATE			08/09/18		
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
PARSONS 2201 DUPONT DRIVE, SUITE 200 IRVINE, CALIFORNIA 92612			CITY OF BAKERSFIELD 1600 TRUXTON AVENUE BAKERSFIELD, CALIFORNIA 93301		

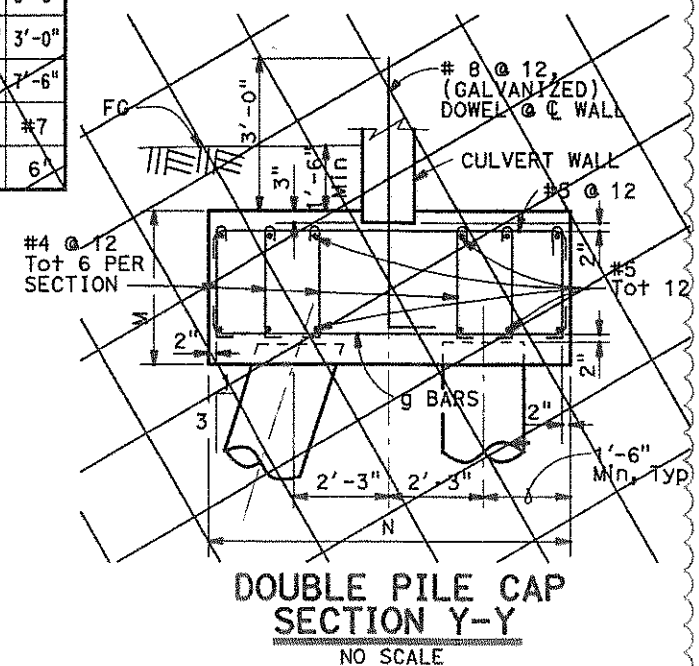
SPAN, S	12'										14'										15'									
WALL HEIGHT, H	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'
Max Earth Cover	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'
Depth - X	1'-9"	2'-0"	1'-9"	2'-0"	1'-9"	2'-0"	1'-9"	2'-0"	1'-9"	2'-0"	1'-9"	2'-0"	1'-9"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"
Width - Y	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"	5'-0"	6'-0"
Bar size	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6	#6
Bar Spacing	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
* Soil Pressure, q_u (ksf)	5.17	7.93	5.39	8.17	5.84	8.53	6.35	9.03	7.05	9.75	7.43	10.11	5.76	10.37	6.57	10.75	7.04	9.79	7.61	10.32	8.38	11.02	8.76	10.30	6.13	9.25	6.41	9.41	6.73	9.73
Effective Footing Width, B' (ft)	3.47	4.20	3.45	4.18	3.43	4.17	3.42	4.17	3.41	4.17	3.41	4.17	3.48	3.71	3.20	3.69	3.19	4.17	3.17	4.16	3.16	4.16	3.16	4.66	3.75	4.74	3.72	4.72	3.71	4.71

SPAN, S	18'										20'									
WALL HEIGHT, H	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'
Max Earth Cover	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'
Depth - X	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"	2'-0"	2'-6"
Width - Y	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"	5'-6"	7'-6"
Bar size	#6	#7	#6	#7	#5	#7	#5	#7	#5	#7	#5	#7	#6	#7	#6	#7	#6	#7	#6	#7
Bar Spacing	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
* Soil Pressure, q_u (ksf)	6.17	9.34	6.96	9.49	7.40	9.84	7.88	9.30	9.59	9.98	8.97	10.20	7.58	10.46	7.79	10.76	8.13	11.01	8.76	10.48
Effective Footing Width, B' (ft)	3.76	6.27	3.74	5.28	3.72	5.24	3.71	5.73	3.70	5.73	3.70	5.72	3.77	5.28	3.74	5.27	3.72	5.25	3.70	5.13



CULVERTS WITH PILE FOUNDATION OR WITH FOOTINGS ON ROCK

SPAN, S	12'										14'										15'									
WALL HEIGHT, H	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'	6'	8'	10'	12'	14'	15'
Max Earth Cover	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'
Number of Rows	1	2	1	2	2	2	2	2	2	2	2	2	1	2	1	2	2	2	2	2	1	2	1	2	2	2	2	2	2	2
Pile Spacing	12'-0"	12'-0"	7'-3"	8'-9"	9'-9"	6'-3"	7'-6"	4'-9"	5'-0"	3'-9"	5'-3"	3'-6"	12'-0"	12'-0"	8'-0"	9'-9"	10'-3"	6'-6"	7'-6"	5'-0"	5'-9"	4'-0"	5'-3"	3'-6"	12'-0"	12'-0"	8'-0"	9'-9"	10'-6"	7'-0"
Cap Depth - M	2'-6"	3'-0"	2'-6"	3'-0"	3'-0"	3'-0"	3'-0"	3'-0"	3'-0"	3'-0"	3'-0"	3'-0"	2'-6"	3'-0"	2'-6"	3'-0"	3'-0"	3'-0"	3'-0"	3'-0"	2'-6"	3'-0"	2'-6"	3'-0"	3'-0"	3'-0"	2'-6"	3'-0"	2'-6"	3'-0"
Cap Width - N	3'-0"	7'-6"	3'-0"	7'-6"	7'-6"	6'-0"	7'-6"	7'-6"	7'-6"	7'-6"	7'-6"	7'-6"	3'-0"	7'-6"	3'-0"	7'-6"	7'-6"	7'-6"	7'-6"	7'-6"	3'-6"	7'-6"	3'-6"	7'-6"	7'-6"	7'-6"	3'-6"	7'-6"	7'-6"	7'-6"
Bar size	#6	#7	#6	#7	#7	#7	#7	#7	#7	#7	#7	#7	#6	#7	#6	#7	#7	#7	#7	#7	#6	#7	#6	#7	#6	#7	#6	#7	#6	#7
Bar Spacing	12"	6"	12"	6"	6"	6"	6"	6"	6"	6"	6"	6"	12"	6"	12"	6"	6"	6"	6"	6"	12"	6"	12"	6"	6"	6"	12"	6"	6"	6"



NOTES:

- For pile layout, see "WALL, SLAB, & PILE DETAILS" sheet.
- Soil pressure shown in the table is equivalent uniform pressure per AASHTO LRFD.

* - See Note 2

ADDITIONAL NOTE:

THIS SHEET IS BRIDGE STANDARD DETAIL SHEET XS17-050-3 WITH APPROVAL DATE OF MAY 2016.

CIP BOTTOMLESS CULVERT
FOUNDATION DETAILS

CONSTRUCTION DETAILS

C-106

SPAN, S		12'												14'												16'											
WALL HEIGHT, H		6'		8'		10'		12'		14'		15'		6'		8'		10'		12'		14'		15'		6'		8'		10'		12'		14'		15'	
Concrete	Max Earth Cover	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'		
	Roof T1	11"	1'-2"	1'-0"	1'-3"	1'-3"	1'-5"	1'-6"	1'-8"	2'-1"	2'-3"	2'-3"	11"	1'-3"	1'-1"	1'-4"	1'-3"	1'-5"	1'-6"	1'-8"	1'-10"	2'-0"	1'-11"	2'-4"	1'-12"	1'-4"	1'-3"	1'-5"	1'-4"	1'-6"	1'-7"	1'-9"	1'-10"	2'-0"	2'-0"	2'-3"	
	Walls T2	11"	1'-2"	1'-0"	1'-3"	1'-3"	1'-5"	1'-6"	1'-8"	1'-9"	2'-0"	1'-11"	2'-2"	11"	1'-2"	1'-0"	1'-4"	1'-3"	1'-5"	1'-6"	1'-8"	1'-10"	2'-0"	2'-0"	2'-3"	11"	1'-3"	1'-1"	1'-3"	1'-3"	1'-5"	1'-7"	1'-9"	1'-10"	2'-1"	2'-1"	2'-3"
Reinforcement	Spacing	12"	10"	12"	9"	12"	9"	11"	9"	10"	9"	8"	10"	9"	10"	8"	10"	8"	10"	8"	9"	8"	10"	9"	10"	8"	10"	9"	10"	8"	10"	8"	10"	8"	10"	8"	
	"a" Bar size	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#8	#9	#8	#9	#9	#8	#9	#8	#9	#8	#9	
	"b" Bar size	#6	#6	#6	#6	#7	#6	#9	#8	#10	#10	#10	#10	#6	#7	#6	#6	#6	#7	#8	#8	#10	#8	#10	#9	#6	#8	#6	#8	#6	#8	#7	#8	#8	#9	#8	#9
	"c" Bar size	#6	#6	#6	#6	#6	#6	#7	#7	#7	#7	#7	#7	#6	#7	#6	#7	#6	#7	#7	#8	#8	#8	#8	#6	#8	#6	#8	#6	#8	#7	#8	#8	#8	#8	#8	
	"d" Bar size	#6	#6	#6	#6	#6	#6	#7	#7	#8	#8	#8	#8	#6	#6	#6	#6	#6	#7	#7	#8	#8	#8	#9	#6	#6	#6	#6	#6	#6	#7	#7	#8	#8	#8	#8	
Quantities	Concrete CF/LF	24.7	31.7	31.0	39.1	44.1	50.3	55.5	66.6	82.3	90.3	94.1	102.8	26.5	35.4	34.3	44.6	46.6	53.2	62.5	69.9	84.7	95.0	95.5	106.6	32.8	40.7	41.0	47.2	50.7	57.6	69.3	77.1	88.4	99.7	103.8	112.2
	Reinf lb/LF	220	264	252	328	307	374	484	547	694	773	867	912	275	312	313	411	354	467	512	638	743	819	863	921	298	448	336	499	374	618	504	745	715	885	833	990

SPAN, S		18'												20'											
WALL HEIGHT, H		6'		8'		10'		12'		14'		15'		6'		8'		10'		12'		14'		15'	
Max Earth Cover		10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'
Concrete	Roof T1	1'-4"	1'-6"	1'-4"	1'-7"	1'-5"	1'-8"	1'-7"	1'-9"	1'-11"	2'-1"	2'-1"	2'-3"	1'-6"	1'-8"	1'-6"	1'-9"	1'-7"	1'-10"	1'-9"	2'-2"	2'-0"	2'-2"	2'-1"	2'-4"
	Walls T2	11"	1'-3"	1'-0"	1'-3"	1'-4"	1'-6"	1'-7"	1'-8"	1'-9"	2'-2"	2'-1"	2'-4"	11"	1'-4"	1'-0"	1'-6"	1'-2"	1'-7"	1'-7"	1'-9"	1'-11"	2'-2"	2'-2"	2'-4"
Spacing		11"	9"	11"	9"	11"	8"	11"	8"	11"	8"	11"	8"	11"	9"	11"	8"	11"	8"	11"	8"	11"	8"	11"	8"
Reinforcement	"a" Bar size	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9	#8	#9
	"b" Bar size	#7	#8	#7	#8	#7	#8	#7	#8	#8	#8	#9	#9	#7	#8	#8	#8	#8	#8	#8	#8	#8	#8	#9	#9
	"b" Xbw - Cut-off Length	Full Height																							
	"c" Bar size	#7	#7	#7	#8	#7	#7	#7	#8	#7	#7	#8	#8	#7	#8	#7	#7	#7	#7	#7	#7	#7	#7	#8	#8
	"c" C - Cut-off Length	2'-0"	3'-0"	2'-0"	3'-3"	2'-0"	3'-6"	2'-6"	3'-9"	3'-9"	4'-3"	1'-3"	4'-3"	2'-0"	3'-6"	2'-0"	3'-9"	2'-0"	4'-0"	2'-6"	4'-3"	3'-0"	4'-6"	3'-6"	4'-6"
	"d" Bar size	#6	#6	#6	#6	#6	#6	#7	#7	#8	#8	#8	#8	#6	#6	#6	#6	#6	#6	#7	#7	#8	#8	#8	#8
"e" Bar size	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4	#4
Quantities	Concrete CF/LF	38.4	46.8	43.7	53.5	56.9	66.0	72.5	78.3	96.5	108.2	109.7	119.1	44.8	54.8	50.0	65.3	60.0	75.1	79.5	93.9	102.3	114.4	118.7	122.3
	Reinf lb/LF	325	469	384	568	438	639	516	743	653	827	760	1028	346	583	446	622	490	679	574	791	675	922	783	1061

* Γ shape bars vertical legs may be spliced per Standard Specifications.

NOTES:

1. For boxes of height less than that shown in table, use next greater table height slab, wall dimensions, and reinforcing steel. Make necessary changes in bar lengths, number of spacers, and quantities.
2. The "a" and "d" bars are at half spacings.
3. Refer to "FOUNDATION DETAILIS" sheet for foundation details.
4. Quantities are approximate and for design purpose only.

ADDITIONAL NOTE:

THIS SHEET IS BRIDGE STANDARD DETAIL
SHEET XS17-052 WITH APPROVAL DATE OF
MAY 2016.

CIP BOTTOMLESS CULVERT FOOTINGS ON SOIL



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements u.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 8/30/2018
WARD: Ward 2
SUBJECT: Contract Change Order Nos. 14, 16, 18, 19, and 20 to Agreement No. 17-171 with Granite Construction Company (\$223,242.13; revised not to exceed \$8,021,356.17) for the Truxtun Avenue Operational Improvements.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change orders.

BACKGROUND:

The Truxtun Avenue Operational Improvements Project (Truxtun OPS) expanded Truxtun Avenue from a four-lane collector to a six-lane arterial from Empire Drive to approximately 100 feet east of Elm Street. The project was complete in September 2018 and final close out change orders now need to be processed.

Change Order No. 14 compensates the contractor for differing site conditions encountered during the construction of the tie-back wall under State Route 99. During the removal of soil, in advance of construction of the third and final lift of the tie-back wall, man-made pea-gravel was encountered. The pea gravel was used to backfill the piles of the original bridge that was built in 1962. The contractor and Caltrans worked together to develop a plan to provide additional reinforcement in this area. The contractor installed a layer of flashcrete to stabilize the pea gravel in advance of the soil nails and the final layer of shotcrete. The cost for this change order is an increase of \$19,590.38.

Change Order No. 16 compensates the contractor for additional right-of-way fencing and gates that were not originally identified in the plans. Fencing and gates were required along the Carrier Canal, SR-99, and at the Calwater well site but the quantity was not identified in the plans. In addition, modifications needed to be made to the fencing at the Jastro Park tennis courts and the Police Department shooting range, which were identified during construction. The cost for this change order is an increase of \$41,837.68.

Change Order No. 18 compensates the contractor for modifications made to the SecurCare

Self Storage site that were not identified as part of Change Order No. 2. During construction the rolling access gate and the facilities security system had to be relocated and the Lamar billboard sign foundation needed to be removed. None of these items were identified in the original SecurCare plans. In addition, once the SecurCare site was graded and the adjacent retaining wall and sidewalk were constructed, it became evident that there was an issue with the location of the handicap parking spot and the path required to access the front office. As a result, the site required grading modifications in order to address the Americans with Disabilities Act (ADA) issue. The cost for this change order is an increase of \$83,526.06.

Change Order No. 19 compensates the Contractor for extra work required that was not identified in the original plans. During roadway construction, shallow lateral water, sewer, and gas lines providing connection to local businesses were exposed. These lines could not be relocated so the contractor had to ensure they were protected in place during construction. In addition, grading and landscape modification were required on the residential properties and the Calwater property because the properties were significantly higher than the sidewalk and the landscape curbing and walkways that were installed. Finally, the contractor could not use standard methods when doing subgrade compaction next to the residential properties due to noise and vibration so methods that were more timely and costly had to be implemented. The cost for this change order is an increase of \$48,256.56.

Change Order No. 20 provides compensation to the contractor due to the fluctuations in the price of oil used in the asphalt concrete paving. Caltrans found that if they require contractors to take all of the risk for potential significant unit price increases for oil while a project is under construction, that those contractors when bidding the project would typically bid higher so as to protect themselves against losses from future possible higher oil prices; as a result, Caltrans ended up paying for this potential oil price increase whether it actually occurred or not. Caltrans therefore began using the market price for oil on the day of the bid as the baseline unit price for all bidders; then on days during project construction when paving occurs, the market price for oil for that specific day is used to either increase or decrease the unit cost for the asphalt incorporated into the project for that day. In this case the price of oil has increased since the project was bid and the contractor will be compensated for the additional cost oil. The cost for this change order is an increase of \$30,031.45.

The net cost increase of Change Order Nos. 14, 16, 18, 19, and 20 is \$223,242.13. This provides a total cost increase of \$1,719,739.17 which is a 27.29 percent increase as illustrated below:

Current Contract Amount	=	\$ 6,301,617.00
Previous Change Orders	=	\$ 1,496,497.04
Current Change Orders	=	\$ 223,242.13
Amended Contract Agreement after CCOs	=	\$ 8,021,356.17
Net Increase to date	=	\$ 1,719,739.17

Staff recommends approval of these change orders, which are funded with federal funds, Transportation Development funds, and Utility Surcharge fees. Savings from the Truxtun Avenue right-of-way project will be used to cover costs not currently budgeted and no General funds will be used to cover these costs.

ATTACHMENTS:

Description		Type
▢	CCO #14	Agreement
▢	CCO #16	Agreement
▢	CCO #18	Agreement
▢	CCO #19	Agreement
▢	CCO #20	Agreement



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

CONTRACT NO. 17-171 CHANGE ORDER NO. 14 P. O. NO.

PROJECT: Truxtun Avenue Operational Improvements Project
Project No. TRWP87 CML-5109(228)
FEDERAL NO. (S)CONTRACTOR: Granite Construction Company
ADDRESS: 3005 James Road
Bakersfield, CA 93308YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Kristina Budak, Project Manager DATE:
CHANGE REQUESTED BY: Kristina Budak, Project Manager DATE:

EXTRA WORK AT FORCE ACCOUNT:

Item #	Item Description	Quantity		Unit Price		Total
CN 19.1	Backfill Exposed Erosion	1.00	LS	\$ 1,180.56	LS	\$ 1,180.56
CN 19.2	Remediation Plan	1.00	LS	\$ 1,153.69	LS	\$ 1,153.69
CN 19.3	Emergency Backfill of Cave In	1.00	LS	\$ 1,416.19	LS	\$ 1,416.19
CN 19.4	Form for Tieback Wall Flash	1.00	LS	\$ 3,102.35	LS	\$ 3,102.35
CN 19.5	Strip Forms on Tieback Wall	1.00	LS	\$ 921.90	LS	\$ 921.90
CN 19.6	Additional Work Drill Thru Flash	1.00	LS	\$ 11,815.69	LS	\$ 11,815.69

Total Estimated Change: \$ 19,590.38

Contract time will be deferred for this change.

Total Increase		\$ 19,590.38
ACCOUNT NO (S):	ESTIMATED COST:	
	INCREASE	\$19,590.38
	DECREASE	

By reason of this order the time of completion will be adjusted as follows: Deferred City Council Approval Required YES X
NO

Approved As to Form: City Attorney

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 8/23/18

Contractor: [Signature]

Title: Darryl R. Ebel
Manager of Construction-Bakersfield Area
Granite Construction Company

CCO No.: 000
Report No.: 0018.6

Authorized Amount:
Previous Expended:
This Report:
Amount To Date:
Amount Remaining:

\$11,815.69
\$11,815.69
(\$11,815.69)

LABOR

TOTAL THIS REPORT

\$11,815.69

Approved:



July 18th, 2018
DTDS Job No. 18001

Paul Niglio
Granite Construction Inc.
3005 James Road
Bakersfield, CA, 93308

RE: Truxtun Avenue Operational Improvements Project
Change Order for Additional Work on Retaining Wall 165R

Dear Mr. Niglio,

Per direction given by Granite Construction Inc. (Granite), Drill Tech Drilling & Shoring, Inc. (DTDS) was required to perform significant additional work for Row 3 ground anchors and shotcrete on Retaining Wall 165R for the Truxtun Avenue Operational Improvements Project. This included, but was not limited to, lost production in both drilling of ground anchors and shotcreting, and a considerable amount of additional shotcrete placed on the row to help stabilize the soil cut.

DTDS has compiled work performed into force account costs to provide a Measured Mile Analysis for the ground anchors and a Total Cost Analysis for Bid Item Adjustment for the shotcrete. DTDS compiled additional costs in separate manners due to the differing nature of the work- the ground anchor work simply lost production, but the shotcrete both lost production and required non-contract additional work to complete. Additional costs associated with the additional work on Row 3 are summarized in Attachment 1 using a CalTrans extra work forms. Supporting documents for work performed on Row 3 are provided in Attachment 2.

The summary of DTDS' additional costs is as follows:

<u>Ground Anchor Work:</u>			
	Avg. Delta Cost, Row 3:	Row 3 Quantity:	Total Additional Row 3 Cost:
	\$ 53.44	31EA	\$ 1,656.64
<u>Shotcrete Work:</u>			
Bid Item Cost (Item 55) per CY	Row 3 Average Cost:	Row 3 Quantity:	Total Additional Row 3 Cost:
\$ 620.00	\$ 785.18	55CY	\$ 9,084.90
<u>TOTAL ADDITIONAL COST:</u>	\$ 10,741.54		



Please forward on to all appropriate parties for review. If you have any questions, please feel free to contact us. Upon approval of additional costs, please forward written Change Order for DTDS to sign and bill against.

Sincerely,
Drill Tech Drilling & Shoring, Inc.

A handwritten signature in blue ink, appearing to read "Keegan Arnt", with a long horizontal flourish extending to the right.

Keegan Arnt
Project Engineer

18001-02

Attachments:

Attachment 1: Change Order Cost Summary
Attachment 2: Supporting Documentation



Attachment 1: Change Order Cost Summary



Job Name Truxtun Avenue Widening
Bakersfield, CA
DTDS Job # 18001

ROW 1 ANALYSIS

Date	Day	Description	Daily Cost
4/20/2016	Tuesday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 1. (GREEN Items)	\$ 2,709.90
4/21/2016	Wednesday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 1. (GREEN Items)	\$ 2,709.90
4/22/2016	Thursday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 1. (GREEN Items)	\$ 2,709.90
4/23/2016	Friday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 1. (GREEN Items)	\$ 2,709.90
4/24/2016	Saturday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 1. (GREEN Items)	\$ 2,709.90
			\$ 13,549.50

COST BREAKDOWN			
LABOR	EQUIPMENT	MATERIAL/SUBS	MARK-UP
\$ 3,709.90	\$ 3,084.85	\$ -	\$ 1,010.22
\$ 3,249.35	\$ 2,838.79	\$ -	\$ 913.22
\$ 2,788.80	\$ 2,592.64	\$ -	\$ 771.22
\$ 2,312.68	\$ 2,156.58	\$ -	\$ 653.54
\$ 4,658.75	\$ 858.50	\$ 9,664.46	\$ 1,643.95
\$ 2,020.57	\$ 767.50	\$ -	\$ 587.52
\$ 18,000.33			

ROW 2 ANALYSIS

Date	Day	Description	Daily Cost
4/20/2016	Tuesday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 2. (GREEN Items)	\$ 2,709.90
4/21/2016	Wednesday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 2. (GREEN Items)	\$ 2,709.90
4/22/2016	Thursday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 2. (GREEN Items)	\$ 2,709.90
4/23/2016	Friday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 2. (GREEN Items)	\$ 2,709.90
4/24/2016	Saturday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 2. (GREEN Items)	\$ 2,709.90
			\$ 13,549.50

COST BREAKDOWN			
LABOR	EQUIPMENT	MATERIAL/SUBS	MARK-UP
\$ 2,570.28	\$ 2,160.88	\$ -	\$ 768.62
\$ 2,102.21	\$ 2,006.71	\$ -	\$ 720.44
\$ 1,800.01	\$ 1,202.56	\$ -	\$ 441.80
\$ 1,378.60	\$ 499.62	\$ -	\$ 281.74
\$ 2,041.62	\$ 1,540.80	\$ 7,410.56	\$ 1,660.33
\$ 684.40	\$ 417.12	\$ -	\$ 150.23
\$ 11,008.11			

ROW 3 ANALYSIS

Date	Day	Description	Daily Cost
4/20/2016	Tuesday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 3. (GREEN Items)	\$ 2,709.90
4/21/2016	Wednesday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 3. (GREEN Items)	\$ 2,709.90
4/22/2016	Thursday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 3. (GREEN Items)	\$ 2,709.90
4/23/2016	Friday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 3. (GREEN Items)	\$ 2,709.90
4/24/2016	Saturday	Installed 25 ground anchors (25 EA) and 25 shotcrete (25 CY) for ROW 3. (GREEN Items)	\$ 2,709.90
			\$ 13,549.50

COST BREAKDOWN			
LABOR	EQUIPMENT	MATERIAL/SUBS	MARK-UP
\$ 584.40	\$ 109.54	\$ -	\$ 117.64
\$ 1,111.74	\$ 3,025.20	\$ -	\$ 870.64
\$ 292.21	\$ 1,101.24	\$ -	\$ 203.02
\$ 7,354.48	\$ 1,678.64	\$ 6,713.34	\$ 2,346.88
\$ 4,960.84	\$ 1,031.48	\$ 1,462.00	\$ 1,203.83
\$ 906.50	\$ 1,286.14	\$ 91.38	\$ 342.42
\$ 3,748.64	\$ 1,981.48	\$ 4,475.60	\$ 1,650.85
\$ 2,732.27	\$ 2,618.72	\$ -	\$ 802.26
\$ 1,597.50	\$ 2,424.70	\$ -	\$ 589.64
\$ 1,448.48	\$ 1,179.48	\$ -	\$ 308.54
\$ 2,102.57	\$ 688.55	\$ -	\$ 657.88
\$ 20,360.51			

Measured Mile Analysis	
ROW 1	25 EA Ground Anchors Installed 956.00 Cost Per EA of Installed Ground Anchor (GREEN Items)
ROW 2	25 EA Ground Anchors Installed 556.37 Cost Per EA of Installed Ground Anchor (GREEN Items)
ROW 3	31 EA Ground Anchors Installed 55 CY of Shotcrete (Theoretical) 812.12 Cost Per EA of Installed Ground Anchor (GREEN Items) 785.18 Cost Per CY of Shotcrete Placed (GREEN Items) (Against Theoretical Quantity)

Ground Anchor Delta Calculation	
Quantity	Average Cost
Row 1 & 2	758.68
Row 3	812.12
Delta	\$ 53.44

Shotcrete Delta Calculation	
Quantity	Unit Cost
Row 1 & 2	\$ 620.20
Row 3 Avg Cost (CY)	\$ 785.18
Delta	\$ 165.18

Total Additional Costs:	
Ground Anchors	31 EA - Quantity of Ground Anchors \$ 53.44 Delta Cost, Ground Anchor Work per EA \$ 1,666.64 Total Cost Impact
Shotcrete	55 CY - Theoretical Quantity of Shotcrete \$ 165.18 Delta Cost, Shotcrete Work per CY \$ 9,084.90 Total Cost Impact
Sum Total	\$ 10,751.54

BID ITEM ADJUSTMENT ANALYSIS

DATE PERFORMED	5/3/2018	CCO NO.	
DATE OF REPORT	5/3/2018		

REPORT NO.	AMOUNT AUTHORIZED PREVIOUS EXPENDITURE TODAY	TO DATE REMAINING BALANCE	CONTRACTOR REPORT NO.

WORK PERFORMED BY: Drill Tech Drilling & Shoring, Inc. (DTDS)
DESCRIPTION OF WORK: Make up 31 ground anchors, prepare strapping grippers.

63 63

[illegible]

15% Markup on Labor	(A)
15% Markup on Equipment and Material	(B)
SUB-TOTAL	
TOTAL THIS REPORT	

\$	87.66
\$	29.98
\$	901.88
\$	901.88

Drill Tech Drilling & Shoring, Inc.

Job Name Truxtun Avenue Widening
Bakersfield, CA
DTDS Job # 18001

BID ITEM ADJUSTMENT ANALYSIS

DATE PERFORMED 5/9/2018
DATE OF REPORT 5/9/2018

CCO NO.

REPORT NO.
AMOUNT AUTHORIZED
PREVIOUS EXPENDITURE
TODAY
TO DATE
REMAINING BALANCE
CONTRACTOR REPORT NO.

WORK PERFORMED BY: Drill Tech Drilling & Shoring, Inc. (DTDS)

DESCRIPTION OF WORK: Order 5 pallets of cement from Lowe's. Get with Paul Nigillo with Granite to have him get finish grade for DTDS weepholes.

EQUIPMENT										LABOR									
EQUIP. NO.	CLASS	MAKE	CODE	UNIT PRICE	REG HOURS	OT HOURS	OT FACTOR	EXTENDED AMOUNTS	NAME	CRAFT	HOURS RT	HOURS OT	HOURS DT	HOURLY REG RATE	HOURLY OT RATE	DT RATE	EXTENDED AMOUNTS		
DR-30	CRCL	Hyundai R140LC-7 Mounted Drill Rig		\$ 117.44	4.0		0.64	\$ 469.76	Anderson, Jeffrey	Operator G10	4.0			\$ 73.05	\$ 96.56	\$ 120.06	\$ 292.20		
AC-7	AIRCP	Ingersoll Rand Air Comp. 900cfm XHP		\$ 72.47	4.0		0.85	\$ 289.88											
AC-5B	AIRCP	Ingersoll Rand Air Comp. 185cfm		\$ 16.81	4.0		0.85	\$ 67.24											
FL-36	PLFT	Grainall G6-42P		\$ 37.47	4.0		0.76	\$ 149.88											
GP-19	PUMGT	ChemGROUT CG500-4P		\$ 6.14	4.0		0.72	\$ 24.56											
T-44	TRUCK	Ford F350 4x4		\$ 24.98	4.0		0.87	\$ 99.92											

Drill Tech Drilling & Shoring, Inc.

Job Name Truxton Avenue Widening
Bakersfield, CA
DTDS Job # 18001

DATE PERFORMED 5/11/2018
DATE OF REPORT 5/11/2018

OCO NO.

REPORT NO.
AMOUNT AUTHORIZED
PREVIOUS EXPENDITURE
TO DATE
REMAINING BALANCE
CONTRACTOR REPORT NO.

WORK PERFORMED BY: Drill Tech Drilling & Shoring, Inc. (DTDS)

DESCRIPTION OF WORK: Set trumpets, install weepholes, shotcrete and post-grout west half of wall.
Mesh and flash coat east half of wall. Had part of flash coated area blow out after bailing set for hours.

EQUIPMENT										LABOR									
EQUIP. NO.	CLASS	MAKE	CODE	UNIT PRICE	REG HOURS	OT HOURS	OT FACTOR	EXTENDED AMOUNTS	NAME	CRAFT	HOURS RT	HOURS OT	HOURS DT	HOURLY REG RATE	HOURLY OT RATE	DT Rate	EXTENDED AMOUNTS		
DR-45	DRLCL	Kern R8003-1		\$ 131.72	4.0		0.65	\$ 526.88	Rodriguez, Abraham	Laborer G2	8.0			\$ 54.28	\$ 71.15	\$ 88.02	\$ 434.24		
AC-7	AIRCP	Ingersoll Rand Air Comp. 900cfm X-HP		\$ 72.47	4.0		0.85	\$ 289.88	Sandoval, Vicente	Laborer G1	8.0	4.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 711.14		
AC-58	AIRCP	Ingersoll Rand Air Comp. 185cfm		\$ 16.81	8.0		0.85	\$ 134.48	Dudley, David	Laborer G1	8.0	1.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 500.17		
FL-36	FLFT	Gradall G6-42P		\$ 37.47	8.0		0.76	\$ 299.76	Lopez, Jose	Operator G4	8.0	4.0	1.0	\$ 72.60	\$ 95.88	\$ 119.16	\$ 1,083.48		
GP-19	PUMGT	ChemGrout CG500HP		\$ 6.14	8.0		0.72	\$ 49.12	Ramirez, Jorge	Laborer G1	8.0	4.0	1.0	\$ 53.73	\$ 70.33	\$ 86.92	\$ 798.06		
T-204	TRUCK	Ford F-450		\$ 34.49	8.0		0.87	\$ 275.02	Feregino, Rodrigo	Laborer G1	8.0	4.0	1.0	\$ 53.73	\$ 70.33	\$ 86.92	\$ 798.06		
									Feregino, Juan	Laborer G1	8.0	4.0	1.0	\$ 53.73	\$ 70.33	\$ 86.92	\$ 798.06		
									Celis, Alexander	Laborer G1	8.0	4.0	1.0	\$ 53.73	\$ 70.33	\$ 86.92	\$ 798.06		
									Rodriguez, George	SCL. Applr. 6p	8.0	4.0	1.0	\$ 41.76	\$ 57.14	\$ 72.52	\$ 835.16		
									Feregino, Marco	Laborer G1	8.0	4.0	1.0	\$ 53.73	\$ 70.33	\$ 86.92	\$ 798.06		
SUB-TOTAL \$ 1,576.04									SUB-TOTAL \$ 7,354.49										
MATERIAL AND/OR WORK DONE BY SPECIALISTS										LABOR SURCHARGE : RT 16%								\$	
										LABOR SURCHARGE : OT 15%								\$	
Date	Invoice #	Vendor	Description	U/M	Unit Cost	Ext'l Cost													
5/11	172325	Builders Concrete, Inc.	Shotcrete	1 LS	\$ 6,713.34	\$ 6,713.34													
SUB-TOTAL \$ 6,713.34																			
TOTAL COST OF EQUIPMENT, MATERIAL AND WORK (INCLUDES SALES TAX)																			
TOTAL COST OF EQUIPMENT, MATERIAL AND WORK																			
TOTAL COST OF EQUIPMENT, MATERIAL AND WORK																			

15% Markup on Labor
15% Markup on Equipment and Material
SUB-TOTAL
TOTAL THIS REPORT

\$ 1,103.17
\$ 1,243.41
\$ 17,990.44
\$ 17,990.44

Drill Tech Drilling & Shoring, Inc.

Job Name Truxlun Avenue Widening
Bakersfield, CA
DTDS Job # 18001

BID ITEM ADJUSTMENT ANALYSIS

DATE PERFORMED 5/15/2018
DATE OF REPORT 5/15/2018

CCO NO.

REPORT NO.
AMOUNT AUTHORIZED
PREVIOUS EXPENDITURE
TO DATE
REMAINING BALANCE
CONTRACTOR REPORT NO.

\$
\$
\$
\$
\$
\$

WORK PERFORMED BY: Drill Tech Drilling & Shoring, Inc. (DTDS)

DESCRIPTION OF WORK: Help Granite place K-Rail and form on part of east half of wall, place shotcrete up to bottom of weepholes then flash coat rest of wall.

EQUIPMENT										LABOR									
EQUIP. NO.	CLASS	MAKE	CODE	UNIT PRICE	REG HOURS	OT HOURS	OT FACTOR	EXTENDED AMOUNTS	NAME	CRAFT	HOURS RT	HOURS OT	HOURS DT	REG RATE	HOURLY OT RATE	DT Rate	EXTENDED AMOUNTS		
CP-6	CONPM	Schwing BPA 750-15		\$ 31.84	8.0		0.83	\$ 254.72	Anderson, Jeffrey	Operator G10	8.0	0.5		\$ 73.05	\$ 96.56	\$ 120.08	\$ 632.68		
AC-58	AIRCP	Ingersoll Rand Air Comp. 185cfm		\$ 16.81	8.0		0.85	\$ 134.48	Rodriguez, Abraham	Laborer G2	8.0			\$ 54.28	\$ 71.15	\$ 86.02	\$ 434.24		
FL-36	FLKLT	Gradall GB-42P		\$ 37.47	8.0		0.78	\$ 299.76	Sandoval, Vicente	Laborer G1	8.0			\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84		
T-204	TRUCK	Ford F-450		\$ 34.49	8.0		0.87	\$ 275.92	Deeley, David	Laborer G1	8.0			\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84		
T-44	TRUCK	Ford F350 4x4		\$ 24.98	8.0		0.87	\$ 199.84	Lopez, Jose	Operator G4	8.0			\$ 72.60	\$ 95.08	\$ 119.16	\$ 560.80		
DR-45	DRILL	Klemm KR803-1		\$ 131.72	4.0		0.85	\$ 526.88	Ramirez, Jorge	Laborer G1	8.0			\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84		
AC-7	AIRCP	Ingersoll Rand Air Comp. 900cfm XHP		\$ 72.47	4.0		0.85	\$ 289.88	Rodriguez, George	SCL Appt. 6p	8.0			\$ 41.76	\$ 57.14	\$ 72.52	\$ 334.08		
									Deedrick, Matthew	Laborer G1	8.0			\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84		
									Perez, Axel	Laborer G1	8.0			\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84		
									Lima, Felix	Laborer G1	8.0			\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84		
SUB-TOTAL \$ 1,981.48										SUB-TOTAL \$ 4,560.84									
MATERIAL AND/OR WORK DONE BY SPECIALISTS										LABOR SURCHARGE : RT 16%									
										LABOR SURCHARGE : OT 15%									
Date	Invoice #	Vendor	Description	Unit	Unit Cost	Ext'l Cost													
5/18	172635	Builders Concrete, Inc.	Shotcrete	1 LS	\$ 1,412.48	\$ 1,412.48													
5/15	78808300-0001	Sunbelt Rentals	1 easy - Rivet Buster & Heads	1 LS	\$ 71.38	\$ 71.38													
SUB-TOTAL \$ 1,483.88							TOTAL COST OF LABOR A \$ 4,560.84												
TOTAL COST OF EQUIPMENT, MATERIAL AND WORK (INCLUDES SALES TAX)							TOTAL COST OF EQUIPMENT, MATERIAL AND WORK B \$ 3,465.34												

15% Markup on Labor
15% Markup on Equipment and Material
SUB-TOTAL
TOTAL THIS REPORT

(A) \$ 684.13
(B) \$ 519.80
\$ 9,230.10
\$ 9,230.10

BID ITEM ADJUSTMENT ANALYSIS

DATE PERFORMED 5/17/2018
DATE OF REPORT 5/17/2018

REPORT NO.	AMOUNT AUTHORIZED	PREVIOUS EXPENDITURE	TODAY	TO DATE	REMAINING BALANCE	CONTRACTOR REPORT NO.

WORK PERFORMED BY: Drill Tech Drilling & Shoring, Inc. (DTDS)

DESCRIPTION OF WORK: Install 6" PVC blockouts to drill through after shotcrete (extra work per Granite).

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible]

15% Markup on Labor	(A)
15% Markup on Equipment and Material	(B)
SUB-TOTAL	
TOTAL THIS REPORT	

\$	135.80
\$	206.63
\$	2,625.24
\$	2,625.24

Drill Tech Drilling & Shoring, Inc.

Job Name Truxton Avenue Widening
Bakersfield, CA
DTDS Job # 18001

BID ITEM ADJUSTMENT ANALYSIS

DATE PERFORMED 5/18/2018
DATE OF REPORT 5/18/2018

CCO NO.

REPORT NO.
AMOUNT AUTHORIZED
PREVIOUS EXPENDITURE
TODAY
TO DATE
REMAINING BALANCE
CONTRACTOR REPORT NO.

WORK PERFORMED BY: Drill Tech Drilling & Shoring, Inc. (DTDS)

DESCRIPTION OF WORK: Hang piano wire, get ready for shotcrete, roll up hoses and put on Jose's truck clean concrete pump. Shot 38CY of shotcrete on east half of wall.

EQUIPMENT										LABOR									
EQUIP. NO.	CLASS	MAKE	CODE	UNIT PRICE	REG HOURS	OT HOURS	OT FACTOR	EXTENDED AMOUNTS	NAME	CRAFT	HOURS RT	HOURS OT	HOURLY REG RATE	HOURLY OT RATE	DT Rate	EXTENDED AMOUNTS			
CP-6	CONPM	Schwing BPA 750-15		\$ 31.84	8.0		0.83	\$ 254.72	Anderson, Jeffrey	Operator G10	8.0		\$ 73.05	\$ 95.56	\$ 120.06	\$ 584.40			
AC-58	AIRCP	Ingersoll Rand Air Comp. 185cfm		\$ 16.81	8.0		0.85	\$ 134.48	Rodriguez, Abraham	Laborer G2	8.0		\$ 54.28	\$ 71.15	\$ 88.02	\$ 434.24			
FL-36	PKLFT	Gratall GB-42P		\$ 37.47	8.0		0.76	\$ 299.76	Sandoval, Vicente	Laborer G1	8.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84			
T-204	TRUCK	Ford F-450		\$ 34.49	8.0		0.87	\$ 275.92	Dezley, David	Laborer G1	8.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84			
T-44	TRUCK	Ford F350 4x4		\$ 24.98	8.0		0.87	\$ 199.84	Lopez, Jose	Operator G4	8.0		\$ 72.60	\$ 95.68	\$ 119.16	\$ 580.80			
DR-45	DRLCL	Klemm KR803-1		\$ 131.72	4.0		0.65	\$ 526.88	Ramirez, Jorge	Laborer G1	8.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84			
AC-7	AIRCP	Ingersoll Rand Air Comp. 900cfm XHP		\$ 72.47	4.0		0.85	\$ 289.88	Deedrick, Matthew	Laborer G1	8.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84			
									Lopez, Sergio	Laborer G1	8.0		\$ 53.73	\$ 70.33	\$ 86.92	\$ 429.84			
SUB-TOTAL \$ 1,981.48									SUB-TOTAL \$ 3,748.64										
MATERIAL AND/OR WORK DONE BY SPECIALISTS																			
Date	Invoice #	Vendor	Description	U/M	Unit Cost	Ext/Coat													
5/18	173011	Bulliens Concrete, Inc.	Shotcrete	1 LS	\$ 4,475.56	\$ 4,475.56													
							NO. @ \$												
							NO. @ \$												
							NO. @ \$												
							TOTAL COST OF LABOR												
							SUB-TOTAL \$ 4,475.56												
TOTAL COST OF EQUIPMENT, MATERIAL AND WORK (INCLUDES SALES TAX)							TOTAL COST OF EQUIPMENT, MATERIAL AND WORK												
							A												
							B												
							\$ 6,457.04												



Attachment 2: Supporting Documents

DATE: 3-26-18

Remarks: OFF ROAD TRUCKS

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 3-27-18

S M T W Th F S Start: _____ Finish: _____ Job #: 1800 Job Name: TRATON WIDENING Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	10	
2) J. CARPZ	10	
3) R. HERNANDEZ	10	
4) F. LEMMA	10	
5) A. PEREZ	10	
6) G. RODRIGUEZ	10	
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

DR-4S	FL-36
AC-7	T-44
AC-58	T-204
GR-19	
Other Equip - Rent/Lease/Borrow: _____	
Called Off-Rent: _____	
Time: _____	Name: _____ Conf # _____
Called Off-Rent: _____	
Time: _____	Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: ~~DR~~ SET UP GROUT PLANT GET SET UP TO DRILL
 DRILLED 10 HOLES IN STIMMED 9 725 BACKS + GROUTED

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 3-28-18

S M T W Th F S Start: _____ Finish: _____ Job #: 1800 Job Name: TRUSTON WOODBRIDGE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	9	
2) J. LOPEZ	9	
3) B. HERNANDEZ	9	
4) F. LIMA	9	
5) A. PEREZ	9	
6) G. RODRIGUEZ	9	
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

DR-45	FL-36
AC-7	T-44
AC-58	T204
GP-19	

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: SWITCH OUT GROUT PUMPS

DRILLED 15 HOLES REDRILLED 1 AFTER GROUTING INSTALLED
110 TIE BACKS & GROUTED POST GROUTED 9 TIE BACKS

DAILY REPORT

DATE: 3-29-18

S M T W Th F S Start: _____ Finish: _____ Job # 18001 Job Name: TRUCKUN WIDENING Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	8	
2) J. LOPEZ	8	
3) R. HERNANDEZ	8	
4) F. L. Z. M. A.	8	
5) J. A. PEREZ	8	
6) G. RODRIGUEZ	8	
7)		
8)		
9)		
10)		

EQUIPMENT USED:

DR-45	FL-36
AC-7	7-04
AC-58	7-204
GP-19	

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:**MATERIALS ORDERED/CONF # & NAME:**

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____	Row : _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row : _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row : _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row : _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: POST GROUT PREP STRANDS HANG GUY PILE

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 3-30-18

S M T W Th ① S Start: _____ Finish: _____ Job # 1801 Job Name: TRUTH W 2400 Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) <u>J. ANDERSON</u>	<u>8</u>	
2) <u>J. LOPEZ</u>	<u>8</u>	
3) <u>R. HERNANDEZ</u>	<u>6</u>	
4) <u>G. RODRIGUEZ</u>	<u>6</u>	
5) _____		
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

DR-45 FL 3/8

AC-7 T-44

AC-5-8 T-204

GP-19

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____

Wall: _____ Row: _____ Section: _____ # of Test Holes: _____ Lineal Feet/Meter: _____

Remarks: DRILLED EXTRA HOLE, INSTALLED 72G BACK & GROUT

Post GROUT 12 72G BACKS

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4/5

S M T W Th F S Start: 7 Finish: 3 Job #: 1800 Job Name: PAPER FIELD Foreman: R. MANUEL

EMPLOYEE:	TIME	DRILL TIME
1) <u>R. MANUEL</u>	<u>8</u>	
2) <u>J. MANUEL</u>	<u>8</u>	
3) <u>P. RAMIREZ</u>	<u>8</u>	
4) <u>R. BAYLON</u>	<u>8</u>	
5) <u>M. DODRICK</u>	<u>8</u>	
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
Wall: _____ Row: _____ Section: _____ # of Test Holes: _____ Lineal Feet/Meter: _____

Remarks: INSTALLED 25 Trumpets. And 200 feet of forms
on top of wall

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4/6

S M T W Th (F) S Start: 8 Finish: 5 Job #: 18001 Job Name: BAKERFIELD Foreman: R. MARISCAL

EMPLOYEE:	TIME	DRILL TIME
1) R. MARISCAL	10	
2) J. M. ANSELM	10	
3) P. R. ANSELM	10	
4) R. ANSELM	10	
5) M. B. ANSELM	10	
6) J. L. ANSELM	10	
7) G. L. ANSELM	10	
8)		
9)		
10)		

EQUIPMENT USED:
 CP-7
 AC-58
 Other Equip - Rent/Lease/Borrow:
 Called Off-Rent:
 Time: Name: Conf #
 Called Off-Rent:
 Time: Name: Conf #

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: Location: Lift:
 Wall: Location: Lift:

Wall: Location: Lift:
 Wall: Location: Lift:

GROUT:

Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:
 Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:
 Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:

SHOTCRETE:

Wall: Initial: Structural/Facing: Gutter/Other:
 Wall: Initial: Structural/Facing: Gutter/Other:
 Wall: Initial: Structural/Facing: Gutter/Other:

DRILL LOG:

Wall: Row: Section: # of Holes: Lineal Feet/Meter:
 Wall: Row: Section: # of Holes: Lineal Feet/Meter:
 Wall: Row: Section: # of Holes: Lineal Feet/Meter:
 Wall: Row: Section: # of Test Holes: Lineal Feet/Meter:

Remarks: Shotcrete All of Row 1

47 yds of core

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4/16/18

S (M) T W Th F S Start: 7 Finish: 5 Job #: 18001 Job Name: TRAXTUN Foreman: Wil Del Cid

EMPLOYEE:	TIME	DRILL TIME
1) Wil Del Cid	10	
2) DELEN BORJORQUEZ	10	
3) JUAN MARTINEZ	9	
4) VICENTE SANDOVAL	9	
5)		
6)		
7)		
8)		
9)		
10)		

EQUIPMENT USED:

T-243
DT-60-4-6 Ram
DT-50-6-4 RAM

Other Equip - Rent/Lease/Borrow:

Called Off-Rent:

Time: Name: Conf #

Called Off-Rent:

Time: Name: Conf #

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: Location: Lift:
Wall: Location: Lift:

Wall: Location: Lift:
Wall: Location: Lift:

GROUT:

Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:
Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:
Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:

SHOTCRETE:

Wall: Initial: Structural/Facing: Gutter/Other:
Wall: Initial: Structural/Facing: Gutter/Other:
Wall: Initial: Structural/Facing: Gutter/Other:

DRILL LOG:

Wall:	Row :	Section:	# of Holes:	Lineal Feet/Meter:
Wall:	Row :	Section:	# of Holes:	Lineal Feet/Meter:
Wall:	Row :	Section:	# of Holes:	Lineal Feet/Meter:
Wall:	Row :	Section:	# of Test Holes:	Lineal Feet/Meter:

Remarks: TESTED & LOCKED OFF ALL ROW 1 GROUND ANCHORS.

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4-18-18

S M T W Th F S Start: _____ Finish: _____ Job #: 18001 Job Name: TRUXTON AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	10.5	
2) D. DETLEY	10	
3) R. RODRIGUEZ	10	
4) V. SANDOVAL	10	
5)		
6)		
7)		
8)		
9)		
10)		

EQUIPMENT USED:

DR-45	FL-36
AC-7	T-44
AC-58	
GP-19	
Other Equip - Rent/Lease/Borrow: _____	
Called Off-Rent: _____	
Time: _____	Name: _____ Conf # _____
Called Off-Rent: _____	
Time: _____	Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: GET SET UP DRILL, GROUT PLANT, HOSES MAKE UP POST GROUT PZPG
START MAKING UP 726 BACKS START DRILLING DRILL 15 HOLES
INSTALL AND GROUT 8 726 BACKS MAKE UP MORE 726 BACKS
OFF LOAD 13 PALLETS OF CEMENT

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4-18-15

S M T W Th F S Start: _____ Finish: _____ Job # 5200 Job Name: TROYAL AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	8.5	
2) B. RODRIGUEZ	8.5	
3) D. DEELEY	8.5	
4) V. SANDOVAL	8.5	
5) R. MALISCAL	8	
6) J. MALISCAL	8	
7) M. DEEDACK	8	
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

DR-45 _____ FL-36 _____

AC-7 _____ 7-94 _____

AC-58 _____ T-153 _____

GP-14 _____

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____

Wall: _____ Row: _____ Section: _____ # of Test Holes: _____ Lineal Feet/Meter: _____

Remarks: DRILLED 14 HOLE INSTALLED 72E BACKS GROUTED 22 72E BACKS POST GROUTS 8

MAKE UP 72E BACK HANG GOOD DRAIN

ROLL UP HOSES GET DRILL RIG FOR TRANSPORT

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4-20-18

S M T W Th (F) S Start: _____ Finish: _____ Job # 18001 Job Name: RUXTON AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	8	
2) D. DEBUEY	8	
3) R. BODRIGUEZ	6	
4) K. SANDOVAL	6	
5)		
6)		
7)		
8)		
9)		
10)		

EQUIPMENT USED:

AE7
GD-19
FC-36
ALSB
Other Equip - Rent/Lease/Borrow: _____
Called Off-Rent: _____
Time: _____ Name: _____ Conf # _____
Called Off-Rent: _____
Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: LOAD OUT DR-95 POST GROUT 22 725 BACKS
CLEMY UP

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4.25.18

S M T W Th F S Start: 8:00 Finish: 2:00 Job #: 18001 Job Name: TRUCKIN AVE Foreman: BAKUSFIELD

EMPLOYEE:	TIME	DRILL TIME
1) J. GASSMAN	5	
2) R. CROSBY	7	
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

EQUIPMENT USED:
 T-170 FL-36
 Other Equip - Rent/Lease/Borrow:
 Called Off-Rent:
 Time: Name: Conf #
 Called Off-Rent:
 Time: Name: Conf #

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: Location: Lift:
 Wall: Location: Lift:

Wall: Location: Lift:
 Wall: Location: Lift:

GROUT:

Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:
 Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:
 Initial: SACK ☐ CY / M³ ☐ Post: Hole Location/#:

SHOTCRETE:

Wall: Initial: Structural/Facing: Gutter/Other:
 Wall: Initial: Structural/Facing: Gutter/Other:
 Wall: Initial: Structural/Facing: Gutter/Other:

DRILL LOG:

Wall: Row: Section: # of Holes: Lineal Feet/Meter:
 Wall: Row: Section: # of Holes: Lineal Feet/Meter:
 Wall: Row: Section: # of Holes: Lineal Feet/Meter:
 Wall: Row: Section: # of Test Holes: Lineal Feet/Meter:

Remarks:

INSTALL 29 TRUMPS ROW 2
 BUILD TEST PANELS FOR SHOTCRETE
 FULL PIANO WIRES FOR ROW 2
 NO SURVEY @ ENDS OF WALL. GRANITE PAVED STRING LINES OFFSET FROM SHOTCRETE
 NO HOBS PRESENT AT TOP OF WALL OR AT EITHER END.

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 4-26-78

S M T W TH F S Start: 7 Finish: 4 Job #: 18001 Job Name: Bakersfield Foreman: F. De Cicco
Tra x 701 Ave

EMPLOYEE:

- 1) F. De Cicco
- 2) S. Lepe
- 3) M. De Cicco
- 4) A.
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

TIME DRILL TIME

EQUIPMENT USED:

T-67
CP-6
AC-
FL-
 Other Equip - Rent/Lease/Borrow: _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
 Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
 Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
 Wall: _____ Row: _____ Section: _____ # of Test Holes: _____ Lineal Feet/Meter: _____

Remarks: Finished lining piano wire boat 30' Formed both ends of
wall. Placed expansion joint at middle of wall east end
6x6 Area Shotcrete Fell Peled off Rebar mat. Not secured
with long enough stakes. Sketched all shotcrete re
staked it. Shotcreted 62 yards total
Cleaned hoses and concrete pump. Loaded it back
on T-128 sent to Corona yard

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-3-18

S M T W Th F S Start: _____ Finish: _____ Job #: _____ Job Name: TROXTON AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) <u>J. ANDERSON</u>	<u>8</u>	
2) <u>A. ROYCE</u>	<u>8</u>	
3) <u>D. DEELEY</u>	<u>8</u>	
4) _____		
5) _____		
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

T-44

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: MAKE UP 31 TIE BACKS PREP STRUTS AND
INSTALL ANCHOR HEADS & GRIPPERS

DRILL TECH DRILLING & SHORING, INC.
DAILY REPORT
DATE: 5-4-18

S M T W Th F S Start: _____ Finish: _____ Job # 8001 Job Name: TRUCK VAULT Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) <u>J. ANDERSON</u>	<u>8</u>	
2) <u>A. RODRIGUEZ</u>	<u>8</u>	
3) <u>W. DELCZ</u>	<u>8</u>	
4) <u>B. BOJANOVIC</u>	<u>8</u>	
5) _____		
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

60 TON RAM
50 TON RAM
7.94
T-243
 Other Equip - Rent/Lease/Borrow: _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____

MATERIALS USED:
SHIPMENTS RECEIVED:
MATERIALS ORDERED/CONF # & NAME:
DRAINAGE:
MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
 Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
 Wall: _____ Row: _____ Section: _____ # of Holes: _____ Lineal Feet/Meter: _____
 Wall: _____ Row: _____ Section: _____ # of Test Holes: _____ Lineal Feet/Meter: _____

Remarks: LOCK OF 29 ANCHORS 207 OFF STAKES

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-8-18

S M T W Th F S Start: _____ Finish: _____ Job #: 18001 Job Name: TRUY TUN NVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) <u>J. AMONKOW</u>	<u>12</u>	
2) <u>A. RODRIGUEZ</u>	<u>12</u>	
3) <u>V. SANDOVAL</u>	<u>12</u>	
4) <u>D. DELCAY</u>	<u>12</u>	
5) _____		
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

DR-30 GP-19

AC-7 T-44

AC-58

FL-36

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: ON 5210 GRANITE EXCAVATED 7' ON LAST LIFT EAST HALF
IS FALLING OUT FROM DIVING AND BEHIND SHOTCRETE SENT ROX AND
KEGAN PICTURES GRANITE PUT DIRT UP AGAINST WALL

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-9-18

S M T W Th F S Start: _____ Finish: _____ Job #: 18001 Job Name: TRUCK N ALU Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) <u>J. ANDERSON</u>	<u>4</u>	
2) _____		
3) _____		
4) _____		
5) _____		
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

DR-30 GP-14

AC-7 244

AC-58

FL-36

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: ORDER 5 PALLETS OF CEMENT FROM LOWE'S GET WITH PAUL

FROM GRANITE TO HAVE HIM GET D70S FINISHED GRAB FOR WASH MUDS

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-11-18

S M T W Th (F) S Start: _____ Finish: _____ Job #: 18001 Job Name: TRUMPET AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) A. RODRIGUEZ	8	
2) U. SANDOVAL	12	
3) D. DORLEY	9	
4) J. LOPEZ	13	
5) J. RAMIREZ	13	
6) R. GARCIA	13	
7) J. FERRELL	13	
8) A. COULB	13	
9)		
10)		

EQUIPMENT USED:

DR-45	GP-19
AC-7	7204
AC-58	
FL-36	

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: SET TRUMPET INSTALL WEST WALL SHOT CRETE
AND POST GROUT WEST HALF OF WALL HAND MESH AND FLASH COAT
EAST HALF OF WALL

FIELD WORK ORDER / DELAY

Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509
925/978-2060

Date Work Performed 5-11-18
Name/Job # TRUSTAD AVE WIDENING
CCO# _____
For: GRANITE

You are hereby authorized and directed to perform the following work as described below:

Complete the portion above for each item of authorized work at the outset.

EQUIPMENT

QTY.	DESCRIPTION	HOURS	QTY.	DESCRIPTION	HOURS
1	C.P-6 CONCRETE PUMP	5			
1	AC-58 185 AIR COMPRESSOR	5			
1	FL36 FORK LIFT	5			
1	7-204 F-450	5			

LABOR

EMPLOYEE	CLASSIFICATION	HOURS	
		REG.	O.T.
JOSE LOPEZ	GP / FOREMAN	1	4
JORGE RAMIREZ	LABORER	1	4
RORZGO FERRELLINO	LABORER	1	4
JOHN FERRELLINO	LABORER	1	4
ALEX CELZO	LABORER	1	4
GEORGE RODRIGUEZ	LABORER	1	4
MARCO FERRELLINO	LABORER	1	4
	LABORER	1	4

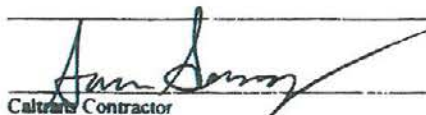
MATERIALS

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
3	SHEETS OF 4x4 WIRE MESH		
2	LOADS OF SHOT CRETE		

Remarks HANG MESH AND FLASH COAT EAST END OF WALL

Acknowledgement of Work Performed

Drill Tech Drilling & Shoring Inc. Representative


Contractor

5/17/2018
Date

Verification of Hours and Materials only Responsibility for not agreed at this time ☐

WHITE - OFFICE (JOB FILE)

YELLOW - OFFICE (ENGINEERING)

PINK - CONTRACTOR

GOLD - FOREMAN

FIELD WORK ORDER / DELAY

Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509
925/978-2060

Date Work Performed

5-15-18

Name/Job #

TRUXTON AVE WIDENING

CCO#

For

GRANITE

You are hereby authorized and directed to perform the following work as described below:

Complete the portion above for each item of authorized work at the outset.

EQUIPMENT

QTY.	DESCRIPTION	HOURS	QTY.	DESCRIPTION	HOURS
1	CP-6 CONCRETE PUMP				
1	AC-58 185 AIR COMPRESSOR				
1	7-206 I 450				
1	T-44 T-350				

LABOR

EMPLOYEE	CLASSIFICATION	HOURS	
		REG.	O.T.
JEFF ANDERSON	FORMMAN / OP	8	
ABRAHAM RODRIGUEZ	LABORER	8	
VINCENT SANDOVAL	LABORER	8	
DAVE DEELEY	LABORER	8	
JOSE LOPEZ	FORMMAN / OP	8	
JORGE RAMIREZ	LABORER	8	
GEORGE RODRIGUEZ	LABORER	8	
MATT DEEDRICK	LABORER	8	
AXEL PEREZ	LABORER	8	
FELIX LIMA	LABORER	8	

MATERIALS

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
10 CYS	SHOT CR6TG		

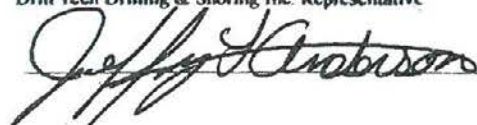
Remarks HELP GRANITE PLACE K-RAIL AND FORM ON PART OF EAST
HALE OF WALL PLACE CONCRETE UP TO BOTTOM OF WEEP HOLES
THEN FLASH COAT REST OF SHOT CR6TG

Acknowledgement of Work Performed

Drill Tech Drilling & Shoring Inc. Representative


Contractor

5/17/2018
Date


Representative

Verification of Hours and Materials only Responsibility for not agreed at this time ☐

WHITE - OFFICE (JOB FILE)

YELLOW - OFFICE (ENGINEERING)

PINK - CONTRACTOR

GOLD - FOREMAN

FIELD WORK ORDER / DELAY

Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509
925/978-2060

Date Work Performed: 5-17-18
Name/Job #: TRUSTON AVE. WIDENING
CCO#: _____
For: GRAND 276

You are hereby authorized and directed to perform the following work as described below:

Complete the portion above for each item of authorized work at the outset.

EQUIPMENT

QTY.	DESCRIPTION	HOURS	QTY.	DESCRIPTION	HOURS
1	T-44 F-350	5			

LABOR

EMPLOYEE	CLASSIFICATION	HOURS	
		REG.	O.T.
JEFF ANDERSON	FORMAN-O P	5	
ABRAHAM RODRIGUEZ	LABORER	5	
DAVE DEELEY	LABORER	5	

MATERIALS

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
20'	10" PVC SCH. 40		

Remarks: INSTALL 6" PVC BLOCK OUT'S TO DRILL THROUGH AFTER
SHOT CRETE

Acknowledgement of Work Performed

Drill Tech Drilling & Shoring Inc. Representative

Ann Down
Contractor

5/17/18
Date

[Signature]

Verification of Hours and Materials only Responsibility for not agreed at this time ☐

WHITE - OFFICE (JOB FILE)

YELLOW - OFFICE (ENGINEERING)

PINK - CONTRACTOR

GOLD - FOREMAN

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-18-18

S M T W Th (F) S Start: _____ Finish: _____ Job #: 18001 Job Name: TRUCKIN AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	8	
2) A. RODRIGUEZ	8	
3) V. SANDOVAL	8	
4) D. DEELEY	8	
5) J. LOPEZ	8	
6) J. RAMIREZ	8	
7) M. DEEDRICK	8	
8) S. LEPE	8	
9)		
10)		

EQUIPMENT USED:

CP-6 T-44

AC-58

FL-36

T-204

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

38 CYDS. SHOT CRETE

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/>	Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: HANG ~~AND~~ PUMP W/22RS GET READY FOR SHOTCRETE ROLL UP

HOSES PUT ON JOSE'S TRUCK CUM CONCRETE PUMP

SHOT 38 CYDS. OF SHOT CRETE ON EAST HALF OF WALL

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-21-18

S (M) T W Th F S Start: _____ Finish: _____ Job #: 18001 Job Name: TROKUN AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	9.5	
2) A. RODRIGUEZ	9.1	
3) V. SANDOVAL	9	
4) D. B. [unclear]		
5) L. DELCZO	8	
6) S. BOSQUEZ	8	
7)		
8)		
9)		
10)		

EQUIPMENT USED:

DR-30	GP-19
AC-7	7-44
AC-58	7-243
FL-36	

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____
Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____
Initial: _____	SACK <input type="checkbox"/> CY / M ³ <input type="checkbox"/> Post: _____	Hole Location/#: _____

SHOTCRETE:

Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____
Wall: _____	Initial: _____	Structural/Facing: _____	Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: START DRILLING VERY SANDY INSTALLED TWO TIE BACKS
CALLED REY HE SAID HE WILL SEND A-803-1 KCMN TO
CASE REMAINDER OF HOLES
TEST AND LOCK OFF 15 TIE BACKS

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-24-18

S M T W Th F S Start: _____ Finish: _____ Job # 18001 Job Name: TRUYTON AVE Foreman: ANDERSON

EMPLOYEE:

- 1) J. ANDERSON
- 2) A. RODRIGUEZ
- 3) V. SANCHEZ
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

TIME

8.5
8.5
8.5

DRILL TIME

EQUIPMENT USED:

DR-45 GP-19
FL-36 7-44
AC-7
AC-58
 Other Equip - Rent/Lease/Borrow: _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: POST GROUT 16 T25 BACK Roll up BULL HOSES MOVE & CLEAN
OFF DR-45 GET 27 RIGID FOR TRAIL PORT

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-25-18

S M T W Th (F) S Start: _____ Finish: _____ Job # 1801 Job Name: TROK TUNNEL Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) <u>J. ANDERSON</u>	<u>8</u>	
2) <u>A. RODRIGUEZ</u>	<u>8</u>	
3) <u>V. SANDOVAL</u>	<u>8</u>	
4) _____		
5) _____		
6) _____		
7) _____		
8) _____		
9) _____		
10) _____		

EQUIPMENT USED:

AC-7
FL-36
GP-19
7-44
 Other Equip - Rent/Lease/Borrow: _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____
 Called Off-Rent: _____
 Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____
 Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____
 Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____
 Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Holes: _____	Lineal Feet/Meter: _____
Wall: _____	Row: _____	Section: _____	# of Test Holes: _____	Lineal Feet/Meter: _____

Remarks: POST GROUT 16 TIE BACKS INSTALL TRUMPETS CLEAN UP JOB SITE
START DRY PACKING TRUMPETS AND PUT ON ANCHOR HEADS (6/21/18)

DRILL TECH DRILLING & SHORING, INC.

DAILY REPORT

DATE: 5-29-18

S M T W Th F S Start: _____ Finish: _____ Job #: 18001 Job Name: TRUXTON AVE Foreman: ANDERSON

EMPLOYEE:	TIME	DRILL TIME
1) J. ANDERSON	11	
2) A. RODRIGUEZ	11	
3) V. SANDOVAL	10	
4)		
5)		
6)		
7)		
8)		
9)		
10)		

EQUIPMENT USED:

FL-36
AC-58
GP-19
T-44

Other Equip - Rent/Lease/Borrow: _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

Called Off-Rent: _____

Time: _____ Name: _____ Conf # _____

MATERIALS USED:

SHIPMENTS RECEIVED:

MATERIALS ORDERED/CONF # & NAME:

DRAINAGE:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

MESH HUNG:

Wall: _____ Location: _____ Lift: _____

Wall: _____ Location: _____ Lift: _____

GROUT:

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

Initial: _____ SACK ☐ CY / M³ ☐ Post: _____ Hole Location/#: _____

SHOTCRETE:

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

Wall: _____ Initial: _____ Structural/Facing: _____ Gutter/Other: _____

DRILL LOG:

Wall:	Row :	Section:	# of Holes:	Lineal Feet/Meter:
Wall:	Row :	Section:	# of Holes:	Lineal Feet/Meter:
Wall:	Row :	Section:	# of Holes:	Lineal Feet/Meter:
Wall:	Row :	Section:	# of Test Holes:	Lineal Feet/Meter:

Remarks: TEST & LOCK OF 16 TIE BACKS LOAD OUT TWO TRUCK

TOP OFF TRUMPETS WITH GROUT



INVOICE

BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.

15821 Ventura Blvd., #475 • Encino, CA 91436-4778
(818) 728-5200 • FAX (818) 986-6637

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00006999 05/18/2018 173011 1

DRILL TECH DRILL. & SHORING IN
2200 WYMORE WAY
ANTIOCH, CA 94509

SEND PAYMENTS TO:

BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
	9505	3900	TRUXTUN					
	PO NUMBER:	18001						
								BAKERSFIELD
05/18	207-205375	✓ 9.50	CY	7.18SK 3/8AGG FA WR SHO	85.500	58.89		871.14
05/18	207-205375	✓ 1.00	LD	PUBLIC WORKS DELIVERY C	200.000	14.50		214.50
05/18	207-205375	✓ 1.00	LD	ENVIRONMENTAL FEE	25.000	1.81		26.81
05/18	207-205375	✓ 1.00	LD	LOW CARBON FUEL - SURCH	6.000	0.44		6.44
05/18	207-205384	✓ 9.50	CY	7.18SK 3/8AGG FA WR SHO	85.500	58.89		871.14
05/18	207-205384	✓ 1.00	LD	PUBLIC WORKS DELIVERY C	200.000	14.50		214.50
05/18	207-205384	✓ 1.00	LD	ENVIRONMENTAL FEE	25.000	1.81		26.81
05/18	207-205384	✓ 1.00	LD	LOW CARBON FUEL - SURCH	6.000	0.44		6.44
05/18	207-205390	✓ 9.50	CY	7.18SK 3/8AGG FA WR SHO	85.500	58.89		871.14
05/18	207-205390	✓ 1.00	LD	PUBLIC WORKS DELIVERY C	200.000	14.50		214.50
05/18	207-205390	✓ 1.00	LD	ENVIRONMENTAL FEE	25.000	1.81		26.81
05/18	207-205390	✓ 1.00	LD	LOW CARBON FUEL - SURCH	6.000	0.44		6.44
05/18	207-205392	✓ 9.50	CY	7.18SK 3/8AGG FA WR SHO	85.500	58.89		871.14
05/18	207-205392	✓ 1.00	LD	PUBLIC WORKS DELIVERY C	200.000	14.50		214.50
05/18	207-205392	✓ 1.00	LD	ENVIRONMENTAL FEE	25.000	1.81		26.81
05/18	207-205392	✓ 1.00	LD	LOW CARBON FUEL - SURCH	6.000	0.44		6.44
				JOB TOTAL LINE				4475.56

PRODUCT RECAP

38.00	ND17544	7.18SK 3/8AGG FA WR SHOTCRETE
4.00	555	PUBLIC WORKS DELIVERY CHARGE
4.00	530	ENVIRONMENTAL FEE
4.00	525	LOW CARBON FUEL - SURCHARGE

IF PAYMENT IS MADE BY 06/10/2018, DISCOUNT FOR INVOICE IS 81.52.

RECEIVED

LYDS	TAXABLE AMOUNT	4173.00
	EXEMPT AMOUNT	0.00
	SALES TAX	302.56

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	4475.56
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**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.**

15821 Ventura Blvd., #475 • Encino, CA 91436-4778
(818) 728-5200 • FAX (818) 986-6637

DRILL TECH DRILL. & SHORING IN
2200 WYMORE WAY
ANTIOCH, CA 94509

6/13/18

18001/5001

INVOICE

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00006999 05/15/2018 172635 1

SEND PAYMENTS TO:

**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778**

DATE	TICKET NO	QUANTITY	UNIT	DESCRIPTION	PRICE	PER UNIT	TAX	TOTAL
		8913	3900	TRUXTUN				
								BAKERSFIELD
				PO NUMBER: 18001				
05/15	207-205178	✓ 5.00	CY	7.18SK 3/8AGG FA WR SHO	85.500		30.99	458.49
05/15	207-205178	54.00	MN	DELAY MINUTES	1.500		0.00	0.00
05/15	207-205178	✓ 1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/15	207-205178	✓ 1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/15	207-205178	✓ 1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
05/15	207-205185	✓ 5.00	CY	7.18SK 3/8AGG FA WR SHO	85.500		30.99	458.49
05/15	207-205185	64.00	MN	DELAY MINUTES	1.500		0.00	0.00
05/15	207-205185	✓ 1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/15	207-205185	✓ 1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/15	207-205185	✓ 1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
				JOB TOTAL LINE				1412.48

PRODUCT RECAP

10.00	ND17544	7.18SK 3/8AGG FA WR SHOTCRETE
118.00	543	DELAY MINUTES
2.00	555	PUBLIC WORKS DELIVERY CHARGE
2.00	530	ENVIRONMENTAL FEE
2.00	525	LOW CARBON FUEL - SURCHARGE

IF PAYMENT IS MADE BY 06/10/2018, DISCOUNT FOR INVOICE IS 21.44.

RECEIVED

MAY 21 2018

MAY 23 2018

DTG

TAXABLE AMOUNT	1317.00
EXEMPT AMOUNT	0.00
SALES TAX	95.48

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	1412.48
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BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 Ventura Blvd., #475 • Encino, CA 91436-4778
(818) 728-5200 • FAX (818) 986-6637

DRILL TECH DRILL. & SHORING IN
2200 WYMORE WAY
ANTIOCH, CA 94509

INVOICE

CUSTOMER #	DATE	INVOICE NO	PAGE
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00006999 05/11/2018 172325 1

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

18001/5001

DATE	TICKET NO	QUANTITY	UNIT	DESCRIPTION	PRICE	PER UNIT	TAX	TOTAL
7275 3900 TRUXTUN PO NUMBER: 18001					BAKERSFIELD			
05/11	207-205056	19.50	CY	7.18SK 3/8AGG FA WR SHO	85.500		58.89	871.14
05/11	207-205056	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/11	207-205056	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/11	207-205056	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
05/11	207-205060	19.50	CY	7.18SK 3/8AGG FA WR SHO	85.500		58.89	871.14
05/11	207-205060	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/11	207-205060	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/11	207-205060	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
05/11	207-205063	19.50	CY	7.18SK 3/8AGG FA WR SHO	85.500		58.89	871.14
05/11	207-205063	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/11	207-205063	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/11	207-205063	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
05/11	207-205064	19.50	CY	7.18SK 3/8AGG FA WR SHO	85.500		58.89	871.14
05/11	207-205064	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/11	207-205064	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/11	207-205064	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
05/11	207-205065	19.50	CY	7.18SK 3/8AGG FA WR SHO	85.500		58.89	871.14
05/11	207-205065	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/11	207-205065	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/11	207-205065	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
05/11	207-205066	19.50	CY	7.18SK 3/8AGG FA WR SHO	85.500		58.89	871.14
05/11	207-205066	24.00	MN	DELAY MINUTES	1.500		0.00	0.00
05/11	207-205066	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
05/11	207-205066	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
05/11	207-205066	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
JOB TOTAL LINE								6713.34

PRODUCT RECAP

57.00	ND17544	7.18SK 3/8AGG FA WR SHOTCRETE
24.00	543	DELAY MINUTES
6.00	555	PUBLIC WORKS DELIVERY CHARGE
6.00	530	ENVIRONMENTAL FEE
6.00	525	LOW CARBON FUEL - SURCHARGE

RECEIVED

BTDS

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE



BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 Ventura Blvd., #475 • Encino, CA 91436-4778
(818) 728-5200 • FAX (818) 986-6637

DRILL TECH DRILL. & SHORING IN
2200 WYMORE WAY
ANTIOCH, CA 94509

INVOICE

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00006999 05/11/2018 172325 2

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				

IF PAYMENT IS MADE BY 06/10/2018, DISCOUNT FOR INVOICE IS 122.28.

TAXABLE AMOUNT 6259.50
EXEMPT AMOUNT 0.00
SALES TAX 453.84

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE 6713.34

\$921.90

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 5/16/2018

Description of Work Stripped Forms and removed k-rail used for SNW Flash

[illegible]

[Handwritten signature]

For Contractor

For Contractor

Job Id:

743979 - Truxtun Ave.

Date Performed: 5/15/2018

Date of Report: 5/15/2018

Work Performed By: Granite Construction Company

Description Of Work: Form Brace for Tieback Wall Flash

CCO No.: 000

Report No.: 0018.4

Authorized Amount:

Previous Expended:

This Report:

Amount To Date: \$3,102.35
Amount Remaining: (\$3,102.35)

LABOR

[illegible]

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					\$0.00

TOTAL COST OF LABOR	\$1,679.47
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$726.14
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$587.82
15 % MARKUP ON EQUIPMENT	\$108.92
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

TOTAL THIS REPORT

\$3,102.35


P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 5/15/18

Description of Work EXCAVATE & FORM FLASH AREAS

[illegible]

[Signature]



For Contractor

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 5/11/18

Description of Work STRUCTURE SUPER MEET W/ CALTRANS & REMEDIATION PLANS



WHITE - Original YELLOW - Duplicate PINK - Triplicate



For Contractor

Job Id:

743979 - Truxtun Ave.

Date Performed: 5/9/2018

CCO No.: 000

Date of Report: 5/15/2018

Report No.: 0018.2

Work Performed By: Granite Construction Company

—

Description Of Work: Structure Super Meet w/ Caltrans & Remediation Plan

Authorized Amount:

Previous Expended:

This Report: \$1,153.69

Amount To Date: \$1,153.69

Amount Remaining: (\$1,153.69)

EQUIPMENT						LABOR					
Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Type	No.	Hourly Rate	Extended Amounts
		Type	No.								
06.25167	1/2 TN Ford Pickup	S.T.	8	\$22.02	\$176.16		Jose Delgado/ Carp. Super.	S.T.	8	\$78.63	\$629.04
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
Total Cost of Equipment					= \$176.16						
MATERIAL AND/OR WORK DONE BY SPECIALISTS											
Invoice No.	Description	Quantity		Unit Cost	Extended Amounts						
		Unit	No.								
					\$0.00						
					\$0.00						
					\$0.00						
					\$0.00						
					\$0.00						
Total Cost of Equipment and Work					= \$0.00						
TOTAL COST OF LABOR											
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK											
\$176.16											
35 % MARKUP ON LABOR COST (SEE CONTRACT)											
\$246.58											
15 % MARKUP ON EQUIPMENT											
\$26.42											
15 % MARKUP FOR MATERIAL											
\$0.00											
10 % MARKUP FOR SUBCONTRACTOR WORK											
\$0.00											

Calcd.:

Chkd.:

TOTAL THIS REPORT

\$1 153 69

Calcd.:

Chkd.:

Agryd:

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 3/9/18

[illegible]

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For Contractor

Authorized Amount:	\$1,180.56
Previous Expended:	\$1,180.56
This Report:	(\$1,180.56)
Amount To Date:	
Amount Remaining:	

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	
		Type	No.			
06.24629 08.488	3/4 TN Ford Pickup Cat 950 Loader	S.T.	2 ✓	\$24.98	\$49.96	
		S.T.	4 ✓	\$98.93	\$395.72	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
Total Cost of Equipment =					\$445.68	
MATERIAL AND/OR WORK DONE BY SPECIALISTS						
Invoice No.	Description	Quantity		Unit Cost	Extended Amounts	
		Unit	No.			
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
Total Cost of Equipment and Work =					\$0.00	
Calcd.:	TOTAL COST OF LABOR					\$494.84
	TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK					\$445.68
	35 % MARKUP ON LABOR COST (SEE CONTRACT)					\$173.19
	15 % MARKUP ON EQUIPMENT					\$66.85
	15 % MARKUP FOR MATERIAL					\$0.00
Chkd.:	10 % MARKUP FOR SUBCONTRACTOR WORK					\$0.00

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts	
		Type	No.			
	Gary Crist / Operator Foreman Karl Feuerhahn / Operator	S.T.	2 ✓	\$75.05	\$150.10	
		S.T.	4 ✓	\$72.93	\$291.72	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
		S.T.			\$0.00	
Sub-Total of Labor Cost =					\$441.82	
Labor Surcharge 12 Percent					\$53.02	
Subsistence No. at					\$0.00	
Travel Expense No. at					\$0.00	
Other					\$0.00	
TOTAL COST OF LABOR						\$494.84
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK						\$445.68
35 % MARKUP ON LABOR COST (SEE CONTRACT)						\$173.19
15 % MARKUP ON EQUIPMENT						\$66.85
15 % MARKUP FOR MATERIAL						\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK						\$0.00

TOTAL THIS REPORT

\$1,180.56

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 5/8/18

[illegible]

For Contractor



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

 CONTRACT NO. 17-171 CHANGE ORDER NO. 16 P. O. NO. _____

 PROJECT: Truxtun Avenue Operational Improvements Project CML-5109(228)
Project No. TRWP87 FEDERAL NO. (S)

 CONTRACTOR: Granite Construction Company
 ADDRESS: 3005 James Road
Bakersfield, CA 93308

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
 OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

 CHANGE SUBMITTED BY: Kristina Budak, Project Manager DATE: _____
 CHANGE REQUESTED BY: Kristina Budak, Project Manager DATE: _____

EXTRA WORK AT AGREED UNIT PRICE:

Item #	Item Description	Quantity		Unit Price		Total	
CN 11.1	Adjust BI 090 Chain Link Fence	418.00	LF	\$ 50.00	LF	\$ 20,900.00	✓
CN 11.2	Add Slats to Shooting Range	418.00	LF	\$ 15.00	LF	\$ 6,270.00	✓
CN 11.3	CalWater Two 18' Wide Gates	2.00	EA	\$ 3,177.50	EA	\$ 6,355.00	✓
CN 11.4	4' Ped Gates, CalWater & Caltrans	1.00	LS	\$ 1,771.00	LS	\$ 1,771.00	✓
CN 11.5	Relocate Existing Vehicle Access Gate at Tennis Courts	1.00	LS	\$ 4,134.41	LS	\$ 4,134.41	✓
CN 11.6	Core Fence Post Holes on Wall SW Corner of Oak	1.00	LS	\$ 2,407.27	LS	\$ 2,407.27	✓
CN 11.7							

 Total Estimated Change: \$ **41,837.68**

Contract time will be deferred for this change.

 Total Increase \$ **41,837.68**

 ACCOUNT NO (S): _____

ESTIMATED COST:

 INCREASE **\$41,837.68**
 DECREASE _____

 By reason of this order the time of completion will be adjusted as follows: Deferred City Council Approval Required YES X
 NO _____

Approved As to Form: City Attorney

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

 Accepted, Date: 10/20/18

 Contractor: [Signature]

 Title: CONSTR. MGR
DFC AREA

[illegible]

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: _____

CCO No.: 000

Authorized Amount:

Date of Report: 10/17/2018

Report No.: 0027.6

Previous Expended:

Work Performed By: Ace Fence Company

This Report: \$1,771.00

Description Of Work: Install Pedestrian Gate for Cal Water and Caltrans

Amount To Date: \$1,771.00

Amount Remaining: (\$1,771.00)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
Total Cost of Equipment					=						\$0.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS											
Invoice No.	Description	Quantity		Unit Cost	Extended Amounts						
		Unit	No.								
CCO2	Ace Fence - Change Order	LS	1	\$1,610.00	\$1,610.00						
					\$0.00						
					\$0.00						
					\$0.00						
					\$0.00						
Total Cost of Equipment and Work					=	\$1,610.00					

				Labor Surcharge		12	Percent	\$0.00
				Subsistence			No. at	\$0.00
				Travel Expense			No. at	\$0.00
				Other				
TOTAL COST OF LABOR								\$0.00
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK								\$1,610.00
35 % MARKUP ON LABOR COST (SEE CONTRACT)								\$0.00
15 % MARKUP ON EQUIPMENT								\$0.00
15 % MARKUP FOR MATERIAL								\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK								\$161.00

Calcd.: _____

TOTAL THIS REPORT

\$1,771.00

Chkd.: _____

Aprvd.: _____

Caltrans average bid cost for these type gates is average \$1,729. This quote is acceptable.



ACE FENCE COMPANY

727 Glendora Avenue
La Puente, CA 91744

PHONE (626) 333-0727 * FAX (626) 333-7843

DBE/MBE/WBE/SBE-UNION-LAUSD Safety Pre-Qualified ~ MTA Certified

"We Are An Equal Opportunity Employer"

CCO 2

TO Granite Construction
PHONE 661-440-1587
FAX/EMAIL aaron.gomez@gcinc.com
FROM Jorge Tan
PROJECT Truxtun Ave. Bakersfield.

ATTN Aaron Gomez
DATE :
PAGE(S)

SPECS.

ADDENDUM:

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
Proposal as follows:					
1	To install 1EA single swing gate 16'op x 6'h. Gate to be provided by others. Gate post to be 6-5/8 OD Sch40 galv. pipe with 2-3/8 gate latch post. To install 1EA single swing gate 4'op x 6'h. Gate to be provided by others. Gate posts to be 3-1/2 OD galv. pipe.	EA	1	\$ 1,500.00	\$ 1,500.00
2	To furnish and install 1 ea single swing gate 4'op x 6'h per Caltrans Std. Plans A85	EA	1	\$ 750.00	\$ 750.00
3	To furnish and install 1 ea single swing gate 4'op x 6'h with privacy slatted fence.	EA	1	\$ 860.00	\$ 860.00
TOTAL AMOUNT:					\$ 3,110.00

NOTES:

OUR PRICE IS A UNIT ITEM QUOTE AND NOT A LUMP SUM (except when so noted in our bid). FINAL BILLING WILL DEPEND ON ACTUAL QUANTITIES COMPLETED TIMES THE UNIT PRICES.

EXCLUDE:

PADLOCKS; PAINTING, POWDER COATING & VINYL COATING; CONCRETE MOW CURB, PILASTERS, WALLS, MINOR CONCRETE OR ANY CONCRETE WORKS (except fence & gate post footings); RE-BARS & FORMWORKS; VEGETATION CONTROL; REMOVAL OF TREES, DEBRIS, VEGETATION OR ANY OBSTRUCTIONS ALONG THE FENCE LINE; DEMOLITION; CLEARING & GRUBBING; BACKFILL & COMPACTION; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COSTS; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN & ANY RELATED WORKS; PERMITS & ANY FEES; K-RAILS; TEMPORARY FENCING & RAILINGS; TRAFFIC CONTROL, LIGHTING & SIGNAGES; FLAGMEN; LANE CLOSURE; HAULING OR RELOCATION OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

INSURANCE:

UP TO \$2,000,000 IN GENERAL/AUTO LIABILITY AND WORKERS COMP INSURANCE.
ANY ADDITIONAL/SPECIAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA CHARGES.
NO CREDITS GIVEN UNLESS NOTED.

SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

CONTRACTORS LICENSE NO. 996577

Job Id:	743979 - Truxtun Ave.	
	Date Performed:	7/12/2018
	Date of Report:	10/16/2018
	Work Performed By:	Ace Fence Company
	Description Of Work:	Relocate Tennis Court Gate and Posts
	CCO No.:	000
	Report No.:	0027.4

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
Total Cost of Equipment					=						\$0.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS											
Invoice No.	Description	Quantity		Unit Cost	Extended Amounts						
		Unit	No.								
11288BJP	Ace Fence - Extra Work Bill	LS	1	\$3,374.30	\$3,374.30						
					\$0.00						
					\$0.00						
					\$0.00						
					\$0.00						
Total Cost of Equipment and Work					=						\$3,374.30
						Labor Surcharge <u>12</u> Percent <u></u> = \$0.00 Subsistence <u></u> No. at <u></u> \$0.00 Travel Expense <u></u> No. at <u></u> \$0.00 Other <u></u>					
						TOTAL COST OF LABOR \$0.00 TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK \$3,259.97 \$3,374.30 35 % MARKUP ON LABOR COST (SEE CONTRACT) \$0.00 15 % MARKUP ON EQUIPMENT \$0.00 15 % MARKUP FOR MATERIAL \$0.00 10 % MARKUP FOR SUBCONTRACTOR WORK \$337.43					
						TOTAL THIS REPORT \$3,585.97 \$3,711.72					

Calcd.: _____



ACE FENCE COMPANY

727 North Glendora Ave., La Puente, CA 91744
Tele: 626.333-0727 Fax: 626.333-7843

ACE JOB#	CCO NO.	REPORT NO.	PAGE
11288BJP	N/A	T01	1 OF 3

01	DATE PERFORMED 07/12/18		
02	CONTRACTOR/OWNER GRANTIE CONSTRUCTION	03	PROJECT NAME TRUXTUN AVE OPERATONAL IMPROVEMENTS
04	DESCRIPTION OF WORK RELOCATE GATE AND INSTALL POST / FITTINGS		

TOTAL COST SUMMARY, STANDARD MARK-UPS & SUBCONTRACTOR MARK UP

Total Equipment (A)	\$ 445.20	Total Other Expense (F)	\$ -
Total Material (B)	\$ 316.42	Subtotal (C.) + (D) + Regular Surcharge + Premium Surcharge + (E) + (F)	\$ 2,384.20
Subtotal Equipment & Materials (A) + (B)	\$ 761.62	0% Standard Mark-up	\$ -
30% Standard Mark-up	\$ 114.15	Total Labor (C.) + (D) + Surcharge + (E) + (F) + Mark-up	\$ 2,384.20
Total Equipment & Materials (A) + (B) + Stan	\$ 875.77	Total Equipment & Materials	\$ 875.77
Total Regular Labor (C.)	\$ 1,373.52	GRAND TOTAL	\$ 3,259.97
30% Regular Labor Surcharge	\$ 412.06		
Total Premium Labor (D)	\$ 460.48		
30% Premium Labor Surcharge	\$ 138.14		
Subtotal Regular & Premium (C+D)	\$ 1,834.00		
Subtotal (C.) + (D) + Regular Surcharge + Premium Surcharge	\$ 2,384.20		
Total Subsistence (E)	\$ -		

01	DATE PERFORMED 07/12/18
02	WORKED PERFORMED BY: Ace Fence Company
03	DESCRIPTION OF WORK RELOCATE GATE AND INSTALL POST / FITTINGS

EQUIPMENT CHARGES

	EQUIPMENT ID NUMBER	EQUIPMENT DESCRIPTION						
		CLASS	MAKE	CODE	RATE	HOURS	TOTAL	
04	TRUCK F550	TRUCK	T&TT	12-20	\$ 32.48	10.00	\$ 324.80	TRUCK# 142, 148, 149, 154, 155
05	TRUCK F650	TRUCK	T&TT	20-28	\$ 34.49	-	\$ -	
06	GENERATOR	ELGEN	GEN	025-050	\$ 12.04	10.00	\$ 120.40	
07	WELDER	WELD	AWM	0-250	\$ 4.36	-	\$ -	
08	AUGER	AUGCL	WATS	2500	\$ 95.81	-	\$ -	
09	BOBCAT	TRACS	>50	B	\$ 30.24	-	\$ -	TRUCK# 147, 156
10	TRAILER	TRAIL	LB-A	100	\$ 14.57	-	\$ -	
11	COMPRESSOR	AIRCP	PORT	045-075	\$ 48.81	-	\$ -	
12	JACK HAMMER	HAMMR	AS&T	0320	\$ 10.52	-	\$ -	
13	SAW	ABOP	ABOP	0-10	\$ 2.87	-	\$ -	
14	BLADE	ABSK	ABSK	LF-INDE	\$ 0.18	-	\$ -	
15	LIGHT TOWER	ELGEN	LITE	4 LIGHT	\$ 7.61	-	\$ -	
16	MBGR	AUGTK	TXMA	5095B	\$ 99.61	-	\$ -	
17	CORE DRILLS	AIRDL	CLR	0-4	\$ 26.11	-	\$ -	
18	GRINDER	ELTOL	TOOL	080-100	\$ 0.52	-	\$ -	

LABOR CHARGES

[illegible]

DATE PERFORMED: **7/12/2018**

CASEWB

MATERIAL and/or WORK done by
 specialist

ACE JOB#	CCO NO.	REPORT NO.	PAGE
11288BJP	N/A	T01	3 OF 3

1	VENDOR NAME RESOURCE BUILDING	INVOICE NUMBER 2338461	DATE 02/14/18
	INVOICE DESCRIPTION CEMENT	UNITS 12.00	UNIT COST OR NET PAY 4.35 EXTENDED TOTAL 52.20
2	VENDOR NAME MERCHANTS METAL	INVOICE NUMBER 170068006	DATE 05/15/17
	INVOICE DESCRIPTION PIPE 2-7/8"	UNITS 26.00	UNIT COST OR NET PAY 7.45 EXTENDED TOTAL 193.68
3	VENDOR NAME MERCHANTS METAL	INVOICE NUMBER 170069130	DATE 05/16/17
	INVOICE DESCRIPTION PIPE 1-5/8"	UNITS 21.00	UNIT COST OR NET PAY 2.70 EXTENDED TOTAL 56.64
4	VENDOR NAME FITTINGS THAT FIT	INVOICE NUMBER 214200	DATE 09/11/17
	INVOICE DESCRIPTION TENSION BAND 2-7/8"	UNITS 18.00	UNIT COST OR NET PAY 0.65 EXTENDED TOTAL 11.70
5	VENDOR NAME FITTINGS THAT FIT	INVOICE NUMBER 214830	DATE 01/03/18
	INVOICE DESCRIPTION BRACE BAND 2-7/8"	UNITS 4.00	UNIT COST OR NET PAY 0.55 EXTENDED TOTAL 2.20
6	VENDOR NAME	INVOICE NUMBER	DATE
	INVOICE DESCRIPTION	UNITS	UNIT COST OR NET PAY EXTENDED TOTAL -
7	VENDOR NAME	INVOICE NUMBER	DATE
	INVOICE DESCRIPTION	UNITS	UNIT COST OR NET PAY EXTENDED TOTAL -
8	VENDOR NAME	INVOICE NUMBER	DATE
	INVOICE DESCRIPTION	UNITS	UNIT COST OR NET PAY EXTENDED TOTAL -
9	VENDOR NAME	INVOICE NUMBER	DATE
	INVOICE DESCRIPTION	UNITS	UNIT COST OR NET PAY EXTENDED TOTAL -
10	VENDOR NAME	INVOICE NUMBER	DATE
	INVOICE DESCRIPTION	UNITS	UNIT COST OR NET PAY EXTENDED TOTAL -
11	VENDOR NAME	INVOICE NUMBER	DATE
	INVOICE DESCRIPTION	UNITS	UNIT COST OR NET PAY EXTENDED TOTAL -

SIGNATURE OF RESIDENT ENGINEER	SIGNATURE OF PRIME CONTRACTOR'S REPRESENTATIVE	INVOICE (B) \$ 316.42
--------------------------------	--	---------------------------------

**ACE FENCE COMPANY**

727 N Glendora Ave
La Puente CA 91744
Tel: 626-333-0727
Fax: 626-333-7843

15135 Salt Lake Ave
City of Industry CA 91746
Tel: 626-820-0796
Fax: 626-820-0797

DAILY TIME AND MATERIAL WORK REPORTContractor/Owner: GRANETEAce Job No.: 11288Project Name: TRUXTON AveDate Performed: 7/12/18

Description of Work: _____

LABOR:

NAME	HOURS	NAME	HOURS
Francisco Ramirez	10		
Hector Navarro	10		
Manuel Cardenas	10		

EQUIPMENT:

DESCRIPTION	RENTED	DESCRIPTION	RENTED
TRUCK 173	<input type="checkbox"/>		<input type="checkbox"/>
GENERATOR	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

MATERIALS:

MATERIALS	QTY	MATERIALS	QTY
Cement. Bags	12		
CAL Post 2 7/8 X 13' GATES	2		
Pipe 1 5/8 21'	1		
Tention Band 2 7/8	18		
Tention BRACES	4		
GATE 12' 04" DOBLE			
Remove and. Reinstall			
MAKE TWO HOLES FOR			
GATES POST - 1 5/8" X 4"			

OWNER/PRIME CONTRACTOR:

ACE FENCE COMPANY

Date : 7/20/2018
Time : 5:17:25PM

Ace Fence Company
727 Glendora Ave La Puente CA, 91744 -
CERTIFIED PAYROLL REGISTER
For the pay period ending 7/14/2018

Fed. ID #954882393
LICENSE #996577
W/C #WC035896807

Page : 24

Job : 11288BJP GRANITE/TRUXTUN AVE./CITY OF BAKERSFIELD

														JOB EARN			
														TOT EARN			
														TAX EARN			
														DEDUCS			
NAME		NO															
ADDRESS		WH															
SOC SEC NUM		EX		HOURS WORKED EACH DAY										THIS PAY PERIOD			
				7/8	7/9	7/10	7/11	7/12	7/13	7/14		PAY	BFT	THIS JOB	UNION/WC/401k/125	TAXES	
SKILL		LEV	SEX	TYP	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TOTAL	RATE	RATE	ADJUSTMENTS		NET
MANUEL CARDENAS				S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	20.480	0.000		DED	942.08
4013 S HACKLEY AVE				O	0.00	0.00	1.00	1.00	2.00	0.00	0.00	4.00	30.720			SSMD	942.08
WEST COVINA CA 91792-																	
Hispanic/Latino				3											BFTNET	0.00	State
093 - LABORER		AP2	Male												Total Hours =	44.00	Local
APPRENTICE-2ND PERIOD															Check #	25703	SDI
															Regular	10.21	779.83
HECTOR NAVARRO				S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	35.340	0.000		DED	1,625.64
637 WILLOW AVE APT A				O	0.00	0.00	1.00	1.00	2.00	0.00	0.00	4.00	53.010			SSMD	1,625.64
LA PUENTE CA 91746-																	
Hispanic/Latino				2											BFTNET	0.00	State
103 - LABORER GROUP 3 -		LGJ3	Male												Total Hours =	44.00	Local
JOURNEYMEN															Check #	25756	SDI
															Regular	18.15	1,144.55
FRANCISCO RAMIREZ				S	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	37.340	0.000		DED	1,829.66
6733 BURKE COURT				O	0.00	1.00	1.00	1.00	2.00	1.00	0.00	6.00	56.010			SSMD	1,829.66
CHINO CA 91710-																	
Hispanic/Latino				1											BFTNET	0.00	State
103 - LABORER GROUP 3 -		LGF3	Male												Total Hours =	46.00	Local
FOREMEN															Check #	25764	SDI
															Regular	21.27	1,304.79
Totals for Job		11288BJP		Earnings										Taxes			
				Job										FIT			
				Gross										SSMD			
				Tax Gross										State			
				Net										Local			
				Hours										SDI			



800.BRICK-49

Industry
 225 S. Turnbull Canyon Road
 City of Industry Ca 91745
 626-330-3178 Tel
 626-369-0498 Fax

Sales Invoice

Invoice No 2338461
Invoice Date 02/14/2018
Terms Current Month Plus 10
Customer AF400
Your Ref PO #HECTOR / STOCK
Our Ref 11657985
Taken By MH

Invoice Address

ACE FENCE COMPANY
 15135 Salt Lake Ave
 City of Industry, CA, 91745

Delivery Address

ACE FENCE COMPANY
 15135 Salt Lake Ave
 Xs Turnbull Cyn
 City Of Industry, California, 638-B7

Line	Description	Qty/Footage	Price	Per	Total
1	CONCRETE MIX HI-SPEC 4500/ PSI 90#/35 per plt Returns must be within 48 hours. 25% Restock Fee.	560.0000 EA	3.5000	EA	1,960.00
2	SIR MIX PALLET	16.0000 EA	15.0000	EA	240.00
	PAL3 - Pallet Charge Non-Refundable (for SIRP)				48.00

CEMENT BAG
 \$4.35/EA W/ TAX

The invoice is due on 03/10/2018.

**In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.

**Use constitutes acceptance. All returns are subject to inspection and 25% restocking fee. All returns must be accompanied by a receipt and material must be in a resaleable condition. No return will be allowed after thirty (30) days of purchase.

**All sacked materials must be returned within 24 hours of purchase for a refund to be allowed. No returns on stone (natural or artificial), special order items, sale items or real used brick.

Total Amount	\$2,248.00
Sales Tax	\$186.20
Invoice Total	\$2,434.20





Merchants Metals
211 Perimeter Center Parkway, Suite 250
Atlanta, GA 30346
Phone: 770-741-0300 Fax: 678-487-8904

INVOICE

INVOICE NO: 170068006

INVOICE DATE: 05/15/17

DUE DATE: 06/14/17

DELIVERY NO: 16432994

Remit To:

Merchants Metals LLC
PO Box 101035
Atlanta, GA 30392-1035
USA

PICK UP/SHIP TO:

Ace Fence Co
15135 Salt Lake Ave
City Of Industry, CA 91746

MAIL TO: 168424

Ace Fence Co
15135 Salt Lake Ave
City Of Industry, CA 91746

ORDERED BY: 168424

Ace Fence Co
15135 Salt Lake Ave
City Of Industry, CA 91746

SOLD TO: 168424 / Ace Fence Co

JOB NAME		ORDER NO	ORDER DATE	CUST PO NO		SALESPERSON	
150 8' 2 oz dom framing		1010063311	05/08/17			Ryan Vanartsdalen	
TERMS		DELIVERY DATE	CARRIER			F.O.B.	
Net 30 Days		05/11/17	142428 Company Truck - Merchants Metals			FOB Origin	
LN NO	ITEM / DESCRIPTION			SHIP WHSE	QTY U/M	NET PRICE PER	AMOUNT
3	58830004 SCH40-D GL MJ 2-7/8X24			M19	96 LNF	6.85	657.60
4	58830106 SCH40-D GL MJ 2-3/8X24			M19	120 LNF	4.32	518.40
6	58830078 SCH40-D GL MJ 1-5/8X21 PE			M19	252 LNF	2.69	677.88
	STATE CALIFORNIA					6 %	111.23
	COUNTY LOS ANGELES					1.25 %	23.17
	DISTRICT TRANSPORTATION COMMIS			\$6.85/LF + TAX 2-7/8" PIPE		0.5 %	9.27
	DISTRICT TRANSIT DISTRICT (LAC					0.5 %	9.27
	DISTRICT METROPOLITAN TRANSIT					0.5 %	9.27

\$6.85/LF
+ TAX
2-7/8" PIPE



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SOLD TO: 168424

TO VIEW AND PAY ONLINE GO TO <https://merchantsmetals.billtrust.com> **USE THIS ENROLLMENT TOKEN** VKB PMW GRS

If there is a cash discount printed above, the discount is allowed only if paid in full by the indicated terms. Accounts not paid within terms are subject to being placed on a cash basis, and to pay a finance charge of 1.5% per month (18% per annum) on any past due amount. No credits will be issued for damages or shortages unless noted on delivery receipt.

ORDER TOTAL		1,853.88
TAX TOTAL		162.21
INVOICE TOTAL		2,016.09
TO PAY	USD	\$2,016.09



Merchants Metals
211 Perimeter Center Parkway, Suite 250
Atlanta, GA 30346
Phone: 770-741-0300 Fax: 678-487-8904

INVOICE

INVOICE NO: 170069130

INVOICE DATE: 05/16/17

DUE DATE: 06/15/17

DELIVERY NO: 16443148

Remit To:

Merchants Metals LLC
PO Box 101035
Atlanta, GA 30392-1035
USA

PICK UP/SHIP TO:

Ace Fence Co
15135 Salt Lake Ave
City Of Industry, CA 91746

MAIL TO: 168424

Ace Fence Co
15135 Salt Lake Ave
City Of Industry, CA 91746

ORDERED BY: 168424

Ace Fence Co
15135 Salt Lake Ave
City Of Industry, CA 91746

SOLD TO: 168424 / Ace Fence Co

JOB NAME		ORDER NO	ORDER DATE	CUST PO NO		SALESPERSON	
		1010069552	05/15/17			Ryan Vanartsdalen	
TERMS		DELIVERY DATE	CARRIER			F.O.B.	
Net 30 Days		05/15/17	142428 Company Truck - Merchants Metals			FOB Origin	
LN NO	ITEM / DESCRIPTION			SHIP WHSE	QTY U/M	NET PRICE PER	AMOUNT
1	58830078 SCH40-D GL MJ 1-5/8X21 PE			M19	1197 LNF	2.45	2,932.65
2	58830086 SCH40-D GL MJ 1-7/8X21			M19	420 LNF	2.79	1,171.80
4	58830104 SCH40-D GL MJ 2-3/8X21			M19	882 LNF	3.93	3,466.26
6	57790011 GBW 2X11X48 KK			M19	550 LNF	1.18	649.00
7	57790014 GBW 2X11X72 KK 21-1/2 DIA			M19	550 LNF	1.76	968.00
8	57800031 GBW 1X9X96 KK			M19	425 LNF	8.45	3,591.25
9	57330014 TENWIRE CL4 7GA RL			M19	4 ROL	78.12	312.48
						6 %	785.48
						1.25 %	163.64
						0.5 %	65.46
						0.5 %	65.46
						0.5 %	65.46



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SOLD TO: 168424

TO VIEW AND PAY ONLINE GO TO <https://merchantsmetals.billtrust.com> **USE THIS ENROLLMENT TOKEN** **VKB PMW GRS**

If there is a cash discount printed above, the discount is allowed only if paid in full by the indicated terms. Accounts not paid within terms are subject to being placed on a cash basis, and to pay a finance charge of 1.5% per month (18% per annum) on any past due amount. No credits will be issued for damages or shortages unless noted on delivery receipt.

ORDER TOTAL		13,091.44
TAX TOTAL		1,145.50
INVOICE TOTAL		14,236.94
TO PAY	USD	\$14,236.94

I N V O I C E


Fittings That Fit, Inc.

4628 W. MISSION BLVD.

MONTCLAIR, CA 91763

TEL: (909) 248-2808 • FAX: (909) 248-2807

INVOICE#	PAGE
214200	1
INVOICE DATE	
09/11/17	

 SOLD
TO

 ACE FENCE CO.
15135 SALT LAKE AVE.

INDUSTRY

CA 91746

 SHIP
TO

 ACE FENCE COMPANY
15135 SALT LAKE AVE.

CITY OF IND.

CA 91746

rgamboa@acefencecompany.com

ORDER #	ORD. DATE	CUST.#	LOC.	SLM.	PURCHASE ORDER NO.	SHIP VIA	FRT.
315321	09/11/17	000005	CO	HO	STOCK-C	FTF DELIVERY	
QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE		
1,000.00	1,000.00	26183Z RAIL END PS 1-5/8"-Full Welded 100/SK	.8369	EA .00	836.90		
200.00	200.00	12142Z BRKT-C/O-PIPETRKEXT2-3/8-2-7/8 25/SK	5.5112	EA .00	1,102.24		
1,500.00	1,500.00	08647Z BAND-TENSION HVY 2-7/8" 125/SK	.5949	EA .00	892.35		
		TENSION BAND \$0.59/EA +TAX					
Customer Copy							
						SALES AMOUNT	2,831.49
COMMENT						MISC. CHARGES	.00
THANK YOU!						FREIGHT	.00
						SALES TAX	261.91
						TOTAL	3,093.40
TERMS NET 45 DAYS						AMOUNT RECEIVED	.00
						BALANCE DUE	3,093.40

I N V O I C E

**Fittings That Fit, Inc.**4628 W. MISSION BLVD.
MONTCLAIR, CA 91763

TEL: (909) 248-2808 • FAX: (909) 248-2807

INVOICE#	PAGE
214830	1
INVOICE DATE	
01/03/18	

SOLD
TOACE FENCE CO.
15135 SALT LAKE AVE.

INDUSTRY

CA 91746

SHIP
TOACE FENCE COMPANY
15135 SALT LAKE AVE.

CITY OF IND.

CA 91746

rgamboa@acefencecompany.com

BRACE BAND 2-7/8"
\$0.50/EA +TAX

ORDER #	ORD. DATE	CUST. #	LOC.	SLM.	PURCHASE ORDER NO.	SHIP VIA	FRT.
315977	01/03/18	000005	CO	HO	SHOP-C	FTF DELIVERY	
QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE		
9,000.00	9,000.00	11312 BOLT-CARRIAGE 3/8 X 1-1/2" 600/BX w/NUTS	.1007	EA .00	906.30		
1,500.00	1,500.00	08646Z BAND-TENSION HVY 2-3/8" 125/SK	.5496	EA .00	824.40		
1,500.00	1,500.00	08206 BAND-BRACE HVY 2-3/8" 125/SK	.4157	EA .00	623.55		
1,250.00	1,250.00	08207Z BAND-BRACE HVY 2-7/8" 125/SK	.5015	EA .00	626.88		
258.00	258.00	32151 TURNBUCKLE MALL BODY 4" 3/8EYE 100/SK PART #051439	4.6942	EA .00	1,211.10		

Customer Copy

COMMENT
THANK YOU!

TERMS NET 45 DAYS

SALES AMOUNT	4,192.23
MISC. CHARGES	.00
FREIGHT	.00
SALES TAX	398.26
TOTAL	4,590.49
AMOUNT RECEIVED	.00
BALANCE DUE	4,590.49

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/2/2018

CCO No.: 000

Authorized Amount:

Date of Report: 8/29/2018

Report No.: 0027.3

Previous Expended:

Work Performed By: Granite Construction Company

This Report:

\$870.69

Description Of Work: Core holes on retaining curb for SecurCare Fence

Amount To Date:

\$870.69

Amount Remaining:

(\$870.69)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	4	\$32.48	\$129.92		Ramirez, Rene / Laborer Foreman Roberts, Thadus / Laborer	S.T.	4	\$60.88	\$243.52
								S.T.	4	\$58.38	\$233.52
Total Cost of Equipment					=						\$477.04

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts				
		Unit	No.						
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
Total Cost of Equipment and Work					=				\$0.00

Labor Surcharge	12	Percent	\$57.24
Subsistence		No. at	\$0.00
Travel Expense		No. at	\$0.00
Other			

TOTAL COST OF LABOR

\$534.28

TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK

\$129.92

35 % MARKUP ON LABOR COST (SEE CONTRACT)

\$187.00

15 % MARKUP ON EQUIPMENT

\$19.49

15 % MARKUP FOR MATERIAL

\$0.00

10 % MARKUP FOR SUBCONTRACTOR WORK

\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$870.69

Chkd.: _____


Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 01/2/18

[illegible]

WHITE - Original YE


For Contractor



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	81144029-0001
ACCOUNT NUMBER	85348
INVOICE DATE	8/17/18
PAGE 1	

INVOICE TO

GRANITE CONSTRUCTION CO
PO BOX 5127
BAKERSFIELD, CA 93308

JOB ADDRESS

TRUXTUN AVE, BAKERSFIELD
GRANITE CONSTRUCTION CO
TRUXTUN AVE
HWY 99
BAKERSFIELD, CA 93309
C#: 661-399-3361 J#: 661-399-3361

RECEIVED BY

RAMIREZ, RENE

CONTRACT NUMBER

81144029

PURCHASE ORDER NUMBER

743979

JOB NUMBER

119 GRANITE CONSTRUC

BRANCH

0663 BAKERSFIELD CA PC663

34921 PETROL ROAD
BAKERSFIELD, CA 93308
661-587-0500

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	CONCRETE DUST VACUUM-WET/DRY 699789 Make: HILTI Model: VC 40-U Ser #: 26897 Billed from 8/01/18 thru 8/17/18	90.00	90.00	300.00	770.00	600.00
1	CORE DRILL RIG 3 SPEED 884043 Make: HILTI Model: DD200 Ser #: 098667	135.00	135.00	345.00	775.00	690.00
1	3" DIAMOND CORE BIT 10042183 Make: HILTI Model: 3" BIT Ser #: 2196991 OUT: 1.000 IN: 1.000	67.00	67.00	170.00	505.00	340.00
1	4" DIAMOND CORE BIT 10040271 Make: HILTI Model: 4" BIT Ser #: 2196993 OUT: 1.000 IN: 1.000	67.00	67.00	175.00	485.00	350.00
WEAR CHG: 4.00						
WEAR CHG: 4.00						
Rental Sub-total:						1980.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	14.860			
CA .75% HEAVY EQUIP. RENTAL TAX						14.86
1	ENVIRONMENTAL	EA	8.400			
ENVIRONMENTAL						8.40
FINAL BILL: 8/01/18 11:00 AM THRU 8/17/18 02:46 PM.						
						2003.26

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	2003.26
TAX	145.25
INVOICE TOTAL	2148.51

DAILY EXTRA WORK REPORT

Job Id:

743979 - Truxtun Ave.

Date Performed: 8/1/2018
 Date of Report: 8/29/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Core holes on retaining curb for SecurCare Fence

CCO No.: 000
 Report No.: 0027.2

Authorized Amount:
 Previous Expended:
 This Report: \$3,123.81
 Amount To Date: \$3,123.81
 Amount Remaining: (\$3,123.81)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	3	\$32.48	\$97.44
Total Cost of Equipment					= \$97.44

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
81144029-0001	Core Machine Rental - Sunbelt	LS	1	\$2,148.51	\$2,148.51
Total Cost of Equipment and Work					= \$2,148.51

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Ramirez, Rene / Laborer Foreman	S.T.	3	\$60.88	\$182.64
	Roberts, Thadus / Laborer	S.T.	3	\$58.38	\$175.14
					= \$357.78

Labor Surcharge 12 Percent \$42.93
 Subsistence No. at \$0.00
 Travel Expense No. at \$0.00
 Other

TOTAL COST OF LABOR	\$400.71
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$2,245.95
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$140.25
15 % MARKUP ON EQUIPMENT	\$14.62
15 % MARKUP FOR MATERIAL	\$322.28
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.:
 Chkd.:
 Aprvd.:

TOTAL THIS REPORT


\$3,123.81

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/1/18
Description of Work Core holes on Ret. curb for Fence install @ SecurCare

[illegible]


WHITE, Original, YES


For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 7/11/2018

CCO No.: 000

Date of Report: 8/29/2018

Report No.: 27.1

Authorized Amount:

Previous Expended:

This Report: \$548.44

Amount To Date: \$548.44

Amount Remaining: (\$548.44)

Work Performed By: Granite Construction Company

Description Of Work: Sawcut Tennis Court Fence

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	2	\$32.48	\$64.96		Ramirez, Rene / Laborer Foreman Roberts, Thadus / Laborer	O.T.	2	\$79.83	\$159.66
								O.T.	2	\$76.83	\$153.66
Total Cost of Equipment					=						\$313.32
						Labor Surcharge 12 Percent \$37.60					
						Subsistence No. at \$0.00					
						Travel Expense No. at \$0.00					
						Other					
						TOTAL COST OF LABOR					\$350.92
						TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK					\$64.96
						35 % MARKUP ON LABOR COST (SEE CONTRACT)					\$122.82
						15 % MARKUP ON EQUIPMENT					\$9.74
						15 % MARKUP FOR MATERIAL					\$0.00
Total Cost of Equipment and Work						10 % MARKUP FOR SUBCONTRACTOR WORK					\$0.00
											\$0.00

Calcd.: _____

Chkd.: _____

Aprvd.: _____

TOTAL THIS REPORT

\$548.44



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

CONTRACT NO. 17-171 CHANGE ORDER NO. 18 P. O. NO.

PROJECT: Truxtun Avenue Operational Improvements Project
Project No. TRWP87 CML-5109(228)
FEDERAL NO. (S)CONTRACTOR: Granite Construction Company
ADDRESS: 3005 James Road
Bakersfield, CA 93308YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Kristina Budak, Project Manager DATE:
CHANGE REQUESTED BY: Kristina Budak, Project Manager DATE:

EXTRA WORK AT AGREED LUMP SUM:

Item #	Item Description	Quantity		Unit Price		Total
CN 10-1.1	EWB 22; Secure Care Lamar Foundation	1	LS	\$ 2,495.25	LS	\$ 2,495.25
CN 10-1.2	EWB 28; Secure Care Security Sys	1	LS	\$ 8,538.75	LS	\$ 8,538.75
CN 10-1.3	EWB 31; Secure Care ADA Access	1	LS	\$ 20,970.06	LS	\$ 20,970.06
CN 10-1.4	Secure Care Gate	1	LS	\$ 51,522.00	LS	\$ 51,522.00

Total Estimated Change: \$ 83,526.06

Contract time will be deferred for this change.

Total Increase \$ 83,526.06

ACCOUNT NO (S): ESTIMATED COST:
INCREASE \$83,526.06
DECREASEBy reason of this order the time of City Council Approval Required YES X
completion will be adjusted as follows: Deferred NO

Approved As to Form: City Attorney

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 10/23/18

Contractor: [Signature]

Title: CONST. Mgr

BRI ARBA

[illegible]

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 7/24/2018
 Date of Report: 8/29/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Demo Lamar Foundation at Secure Care

CCO No.: 000
 Report No.: 22.1

Authorized Amount:
 Previous Expended:
 This Report: \$2,948.90
 Amount To Date: \$2,948.90
 Amount Remaining: (\$2,948.90)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.19562 [TRUCK]	Ford F750 Mechanic [20-28]	S.T.	2	\$34.49	\$68.98
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	8	\$27.05	\$216.40
Total Cost of Equipment					\$285.38

ticket has no mini ex
 used onlt backhoe
 rental shown below

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Austin Crist / Laborer	S.T.	8	\$58.38	\$467.04
	Feuerhahn, Karl / Operator	S.T.	6	\$75.23	\$451.38
	Bird, Robert / Mechanic	S.T.	2	\$143.57	\$287.14
					\$75.85 \$151.70
					= \$1,205.56

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
80797108-0001	Sunbelt Backhoe and Breaker Invoice	DY	1	\$693.83	\$693.83
Total Cost of Equipment and Work					= \$693.83

\$68.98

Labor Surcharge 12 Percent - \$144.67
 Subsistence No. at \$0.00
 Travel Expense No. at \$0.00
 Other

\$1,070.12
 \$128.41

TOTAL COST OF LABOR	\$1,350.23
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$979.24
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$472.58
15 % MARKUP ON EQUIPMENT	\$42.81
15 % MARKUP FOR MATERIAL	\$104.07
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

\$1,198.53
 \$762.81
 \$419.49
 \$10.35

Calcd.: _____

Chkd.: _____

Aprvd.: _____

TOTAL THIS REPORT

\$2,948.90

\$2,495.25

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. 205-793919 Contract No. _____ Date 11/29/18

Description of Work Demo of billboard foundation @ Securcare

Walter Jones

For Contractor



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	80797108-0001
ACCOUNT NUMBER	85348
INVOICE DATE	7/24/18
PAGE 1	

INVOICE TO

GRANITE CONSTRUCTION CO
PO BOX 5127
BAKERSFIELD, CA 93308

JOB ADDRESS

TRUXTUN AVE, BAKERSFIELD
GRANITE CONSTRUCTION CO
TRUXTUN AVE
HWY 99
BAKERSFIELD, CA 93309
C#: 661-399-3361 J#: 661-399-3361

RECEIVED BY
CIARAMELLA, JEREME

CONTRACT NUMBER
80797108

PURCHASE ORDER NUMBER
743979

JOB NUMBER
119 GRANITE CONSTRUC

BRANCH
0663 BAKERSFIELD CA PC663

34921 PETROL ROAD
BAKERSFIELD, CA 93308
661-587-0500

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	HYDRAULIC HAMMER - BACKHOE/18K EXCAVATOR 1005696 Make: INDECO Model: HP1000MB Ser #: 07227438 Billed from 7/23/18 thru 7/23/18	225.00	225.00	800.00	1850.00	225.00
1	4WD EXTENDAHOE BACKHOE CANOPY 957983 Make: JOHN DEERE Model: 310K Ser #: 1T0310EKHDG246832 HR OUT: 1680.900 HR IN: 1684.000 TOTAL: 3.100	225.00	225.00	800.00	1850.00	225.00
Rental Sub-total:						450.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	3.380			
	CA .75% HEAVY EQUIP. RENTAL TAX					
1	DLPKSRCHG	EA	22.100			
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	7.200			
	ENVIRONMENTAL					
1	RF	EA				
	RETURNED FULL					
	DELIVERY CHARGE					
	PICKUP CHARGE					
CONTINUED						

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	80797108-0001
ACCOUNT NUMBER	85348
INVOICE DATE	7/24/18
PAGE 2	

INVOICE TO

GRANITE CONSTRUCTION CO
PO BOX 5127
BAKERSFIELD, CA 93308

JOB ADDRESS

TRUXTUN AVE, BAKERSFIELD
GRANITE CONSTRUCTION CO
TRUXTUN AVE
HWY 99
BAKERSFIELD, CA 93309
C#: 661-399-3361 J#: 661-399-3361

RECEIVED BY
CIARAMELLA, JEREME

CONTRACT NUMBER
80797108

PURCHASE ORDER NUMBER
743979

JOB NUMBER
119 GRANITE CONSTRUC

BRANCH
0663 BAKERSFIELD CA PC663

34921 PETROL ROAD
BAKERSFIELD, CA 93308
661-587-0500

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

FINAL BILL: 7/23/18 06:00 AM THRU 7/23/18 03:30 PM.

652.68

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	652.68
TAX	41.15
INVOICE TOTAL	693.83

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: _____

CCO No.: 000

Date of Report: 10/17/2018

Report No.: 0027.5

Work Performed By: Ace Fence Company

Description Of Work: Install SecurCare swing gates at SecurCare Storage

Authorized Amount:

Previous Expended:

This Report: \$1,650.00

Amount To Date: \$1,650.00

Amount Remaining: (\$1,650.00)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
Total Cost of Equipment					=						\$0.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS											
Invoice No.	Description	Quantity		Unit Cost	Extended Amounts						
		Unit	No.								
CCO2	Ace Fence - Change Order	LS	1	\$1,500.00	\$1,500.00						
					\$0.00						
					\$0.00						
					\$0.00						
					\$0.00						
Total Cost of Equipment and Work					=	\$1,500.00					

										=	\$0.00	
Labor Surcharge										12	Percent	\$0.00
Subsistence											No. at	\$0.00
Travel Expense											No. at	\$0.00
Other												
TOTAL COST OF LABOR											\$0.00	
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK											\$1,500.00	
35 % MARKUP ON LABOR COST (SEE CONTRACT)											\$0.00	
15 % MARKUP ON EQUIPMENT											\$0.00	
15 % MARKUP FOR MATERIAL											\$0.00	
10 % MARKUP FOR SUBCONTRACTOR WORK											\$150.00	



ACE FENCE COMPANY

727 Glendora Avenue

La Puente, CA 91744

PHONE (626) 333-0727 * FAX (626) 333-7843

DBE/MBE/WBE/SBE-UNION-LAUSD Safety Pre-Qualified ~ MTA Certified

"We Are An Equal Opportunity Employer"

CCO 2

TO Granite Construction
PHONE 661-440-1587
FAX/EMAIL aaron.gomez@gcinc.com
FROM Jorge Tan
PROJECT Truxtun Ave. Bakersfield.

ATTN Aaron Gomez
DATE :
PAGE(S)

SPECS.

ADDENDUM:

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
Proposal as follows:					
1	To install 1EA single swing gate 16'op x 6'h. Gate to be provided by others. Gate post to be 6-5/8 OD Sch40 galv. pipe with 2-3/8 gate latch post. To install 1EA single swing gate 4'op x 6'h. Gate to be provided by others. Gate posts to be 3-1/2 OD galv. pipe.	EA	1	\$ 1,500.00	\$ 1,500.00
2	To furnish and install 1 ea single swing gate 4'op x 6'h per Caltrans Std. Plans A85	EA	1	\$ 750.00	\$ 750.00
3	To furnish and install 1 ea single swing gate 4'op x 6'h with privacy slatted fence.	EA	1	\$ 860.00	\$ 860.00
TOTAL AMOUNT:					\$ 3,110.00

NOTES: OUR PRICE IS A UNIT ITEM QUOTE AND NOT A LUMP SUM (except when so noted in our bid). FINAL BILLING WILL DEPEND ON ACTUAL QUANTITIES COMPLETED TIMES THE UNIT PRICES.

EXCLUDE: PADLOCKS; PAINTING, POWDER COATING & VINYL COATING; CONCRETE MOW CURB, PILASTERS, WALLS, MINOR CONCRETE OR ANY CONCRETE WORKS (except fence & gate post footings); RE-BARS & FORMWORKS; VEGETATION CONTROL; REMOVAL OF TREES, DEBRIS, VEGETATION OR ANY OBSTRUCTIONS ALONG THE FENCE LINE; DEMOLITION; CLEARING & GRUBBING; BACKFILL & COMPACTION; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COSTS; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN & ANY RELATED WORKS; PERMITS & ANY FEES; K-RAILS; TEMPORARY FENCING & RAILINGS; TRAFFIC CONTROL, LIGHTING & SIGNAGES; FLAGMEN; LANE CLOSURE; HAULING OR RELOCATION OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

INSURANCE: UP TO \$2,000,000 IN GENERAL/AUTO LIABILITY AND WORKERS COMP INSURANCE.
ANY ADDITIONAL/SPECIAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA CHARGES.
NO CREDITS GIVEN UNLESS NOTED.

SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

CONTRACTORS LICENSE NO. 996577

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/27/2018

CCO No.: 000

Date of Report: 9/20/2018

Report No.:

Work Performed By: Granite Construction Company

Description Of Work: Relocate Security System at Secure Care Storage

Authorized Amount:

Previous Expended:

This Report: \$8,538.75

Amount To Date: \$8,538.75

Amount Remaining: (\$8,538.75)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
Total Cost of Equipment					= \$0.00

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
PCCO-002R1	Colombo Construction - Relocate Security System	LS	1	\$7,762.50	\$7,762.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$7,762.50

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
					= \$0.00
Labor Surcharge 12 Percent					\$0.00
Subsistence No. at					\$0.00
Travel Expense No. at					\$0.00
Other					
TOTAL COST OF LABOR					\$0.00
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK					\$7,762.50
35 % MARKUP ON LABOR COST (SEE CONTRACT)					\$0.00
15 % MARKUP ON EQUIPMENT					\$0.00
15 % MARKUP FOR MATERIAL					\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK					\$776.25

Calcd.:

TOTAL THIS REPORT

\$8,538.75

Chkd.:

Aprvd.:

Colombo Construction Co., Inc.
3211 Rio Mirada Dr.
Bakersfield, California 93308-4945
Phone: (661) 316-0100
Fax: (661) 316-0101

Project: 18-017 - SECURCARE SELF STORAGE
3301 Truxtun Ave
Bakersfield, California 93301

Prime Contract Potential Change Order #002R1: Electrical Changes as Directed by Granite

TO:	Granite Construction Co. PO Box 5127 Bakersfield California, 93308	FROM:	Colombo Construction Co., Inc. 3211 Rio Mirada Drive Bakersfield California, 93308-4945
PCO NUMBER/REVISION:	002R1 / 2	CONTRACT:	18-017 - SECURCARE SELF STORAGE Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Priscilla Phillips (Colombo Construction Co., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/27 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$7,762.50

POTENTIAL CHANGE ORDER TITLE: Electrical Changes as Directed by Granite

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #003R1 - Electrical Changes as Directed by Granite

Additional Electrical work as directed by Granite Construction:

- 1) Relocated gate keypad to a temporary location.
- 2) Install CAT 5 data lines and temporary gate controls.
- 3) Relocate CCTV DVR to Temporary Trailer.

ATTACHMENTS:

8-24-18 Electrical Revisions.pdf

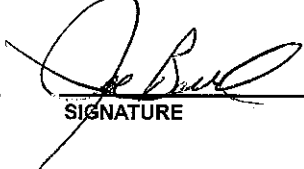
#	Cost Code	Description	Type	Amount
1	16-00-000 - Electrical	Relocated gate keypad to a temporary location	Subcontracts	\$ 660.00
2	16-00-000 - Electrical	Install CAT 5 data lines and temporary gate controls	Subcontracts	\$ 4,455.00
3	16-00-000 - Electrical	Relocate CCTV DVR to Temporary Trailer	Subcontracts	\$ 1,635.00
4	17-05-010 - Overhead & Profit	15% O/H & Profit	Other	\$ 1,012.50
Subtotal:				\$7,762.50
Grand Total:				\$7,762.50

Granite Construction Co.
PO Box 5127
Bakersfield California 93308

Colombo Construction Co., Inc.
3211 Rio Mirada Drive
Bakersfield California 93308-4945

SIGNATURE DATE

SIGNATURE DATE

 8/27/12

SIGNATURE DATE

Wizard Logic, Inc.
5600 Brooks Court
Bakersfield, Ca. 93308
Phone 399-3814 Fax 399-3813

Proposal

Date August 24, 2018

To: Colombo Construction
 3211 Rio Mirada Drive
 Bakersfield, Ca. 93308-4945

Re. Secure Storage Additional Work

Relocate gate keypad to temporary location on fence

Labor	1 man 6 hr
Total	\$660.00

Install Cat 5 data, phone lines to temporary office trailer

Install temporary gate controls to temporary office trailer

Relocate computer to temporary office trailer

Relocate CCTV DVR to temporary location in office

Total	\$4,455.00
-------	------------

Relocate CCTV DVR from temporary office into new office

Relocate computer from temporary office trailer into new office

Total	\$1,635.00
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Total for the above	\$6,750.00
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Thanks !

**Bakersfield - Truxtun Ave. Operational Improvements
ENGINEERS ESTIMATE**

RFC #			Revision:	0
CN #	010.1	Secure Care Electric Gate	Date:	8/24/2018
Description				

Summary				
Demolition	\$		2,949.09	
install roller pad & angle	\$		13,327.72	
electrical	\$		16,739.84	
gates	\$		12,317.85	
				<hr/>
	\$		45,334.50	
sub MU	10%	\$	4,533.45	
				<hr/>
				\$ 49,867.95

**SANBAG Downtown San Bernardino Passenger Rail Project
ENGINEERS ESTIMATE**

RFC #		CN #	010.1	Revision:	0
Description	Secure Care Electric Gate			Date:	8/24/2018

Name-Craft	Time (ST, OT, DT)	# Men	Hours	Hours				Rate			Cost
				ST	OT	DT	Task Sum	ST	OT	DT	
LABOR											
								\$ -	\$ -	\$ -	\$ -
remove paving for new roller pad		GCC performs no extra cost						\$ -	\$ -	\$ -	\$ -
OE	ST			0.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ -
Lab Foreman	ST			0.0	0.0	0.0		\$ 61.71	\$ 72.43	\$ 90.40	\$ -
Laborer	ST			0.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ -
									\$ -	\$ -	\$ -
Remove & dispose old roller pad and post								\$ -	\$ -	\$ -	\$ -
OE	ST	1	4	4.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ 302.52
Lab Foreman	ST	1	4	4.0	0.0	0.0		\$ 61.71	\$ 72.43	\$ 90.40	\$ 246.84
Laborer	ST	1	4	4.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ 237.96
				0.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ -
											\$ -
											\$ -
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**SANBAG Downtown San Bernardino Passenger Rail Project
ENGINEERS ESTIMATE**

RFC #		CN #	010.1	Revision:	0
Description	Secure Care Electric Gate			Date:	8/24/2018

Name-Craft	Time (ST, OT, DT)	# Men	Hours	Hours			Task Sum	Rate			Cost
				ST	OT	DT		ST	OT	DT	
LABOR											
Pour Pads for TWO Gates Main gate in 2 pours											
grade and surface prep								\$ -	\$ -	\$ -	\$ -
OE	ST	1	10	10.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ 756.31
Lab Foreman	ST	1	10	10.0	0.0	0.0		\$ 61.71	\$ 72.43	\$ 90.40	\$ 617.10
Laborer	ST	1	10	10.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ 594.90
form pad set angle 2-4 hr shifts											
OE	ST	0	0	0.0	0.0	0.0		\$ -	\$ -	\$ -	\$ -
Carp Foreman	ST	1	12	12.0	0.0	0.0		\$ 64.19	\$ 72.43	\$ 90.40	\$ 770.28
Laborer	ST	1	12	12.0	0.0	0.0		\$ 63.19	\$ 69.61	\$ 86.64	\$ 758.28
				0.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ -
pours											
OE	ST	0	0	0.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ -
Lab Foreman	ST	1	16	16.0	0.0	0.0		\$ 61.71	\$ 72.43	\$ 90.40	\$ 987.36
Laborer	ST	1	16	16.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ 951.84
Set Posts 2-4 hr shifts											
OE	ST	0	0	0.0	0.0	0.0		\$ -	\$ -	\$ -	\$ -
Carp Foreman	ST	1	8	8.0	0.0	0.0		\$ 64.19	\$ 72.43	\$ 90.40	\$ 513.52
Laborer	ST	1	8	8.0	0.0	0.0		\$ 63.19	\$ 69.61	\$ 86.64	\$ 505.52
86.0								SUBTOTAL LABOR		\$ 6,455.11	
EQUIPMENT											
Make/Model	# Ea	Time/Ea	Description	Time	Rate (Caltrans Bluebook)			Cost			
Flatbed	0		NA	0.0			\$ 52.11			\$ -	
Boom Truck	0		NA	0.0			\$ 51.34			\$ -	
Dump Truck	0		NA	0.0			\$ 56.33			\$ -	
Water Truck	0		NA	0.0			\$ 60.00			\$ -	
JD 410 Backhoe	1	10.0	see OE above	10.0			\$ 39.85			\$ 398.50	
Tamper	0		NA	0.0			\$ 9.84			\$ -	
Roller 47" ride on	0		NA	0.0			\$ 35.63			\$ -	
Compressor	0		NA	0.0			\$ 21.33			\$ -	
Generator	1	36	NA	36.0			\$ 7.53			\$ 271.08	
F-250 Service Truck	1	36	see Fore above	36.0			\$ 27.33			\$ 983.88	
Truck Crane 50 ton (8 Hr M	0		NA	0.0			\$ 265.00			\$ -	
Super 10 Owner Operator	0	0	hours	0.0			\$ 105.00			\$ -	
								SUBTOTAL EQUIPMENT		\$ 1,653.46	
MATERIALS											
Description	Amount	Unit/Pc	Unit	Quantity	Rate			Tax		Cost	
Rebar (#4 =0.668#/lf)	150	0.668	#	100.2			\$ 1.00	\$ 8.27		\$ 108.47	
				0			\$ -	\$ -		\$ -	
Angles (1-3/4"x1-3/4"x1/4")	50	1	LF	50			\$ 3.00	\$ 12.38		\$ 162.38	
Bottom Plate (6"widex1/4")	50	1	LF	50			\$ 4.59	\$ 18.93		\$ 248.43	
embedments, bolts	22	1	Ea	22			\$ 5.00	\$ 9.08		\$ 119.08	
				0			\$ -	\$ -		\$ -	
							\$ -	\$ -		\$ -	
								SUBTOTAL MATERIAL		\$ 638.35	
SUBCONTRACTOR											
Company			Unit	Quantity	Rate	Cost (without MU)		Mark-Up Cost		Cost	
tack weld angle (equip with labor)	\$156/hr = \$1,250/day		1	day	\$ 1,250.00	\$1,250.00				\$1,250.00	
										\$ -	
								SUBTOTAL SUBCONTRACTOR		\$ 1,250.00	
MARKUP											
Max %		Allowed % *	COST (Without MU)			MARKUP COST			COST w/ MU		
Labor	35%		35%		\$6,455.11			\$2,259.29		\$ 8,714.40	
Equipment	15%		15%		\$1,653.46			\$248.02		\$ 1,901.48	
Material	10%		10%		\$638.35			\$63.84		\$702.19	
Subcontractors - SC Marku	10%		10%	\$	\$8,746.92 1,250.00			\$2,571.14 \$125.00		\$1,375.00	
								Subtotal		\$ 12,693.06	
								Contingency 5%		\$634.65	
L ESTIMATED COST										\$ 13,327.72	

**SANBAG Downtown San Bernardino Passenger Rail Project
ENGINEERS ESTIMATE**

RFC #		CN #	010.1	Revision:	0
Description	Secure Care Electric Gate			Date:	8/24/2018

Name-Craft	Time (ST, OT, DT)	# Men	Hours	Hours				Rate			Cost				
				ST	OT	DT	Task Sum	ST	OT	DT					
LABOR															
new conduits OE Elec Foreman Electrician								\$ -	\$ -	\$ -	\$ -				
	ST	1	12	12.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ 907.57				
	ST	1	12	12.0	0.0	0.0		\$ 73.10	\$ 99.21	\$ 125.30	\$ 877.20				
	ST	1	12	12.0	0.0	0.0		\$ 66.38	\$ 89.12	\$ 111.86	\$ 796.56				
wire OE Elec Foreman Electrician								\$ -	\$ -	\$ -	\$ -				
	ST	0	0	0.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ -				
	ST	1	12	12.0	0.0	0.0		\$ 73.10	\$ 99.21	\$ 125.30	\$ 877.20				
	ST	1	12	12.0	0.0	0.0		\$ 66.38	\$ 89.12	\$ 111.86	\$ 796.56				
loops, connections OE Elec Foreman Electrician				0.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ -				
	ST	0	0	0.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ -				
	ST	1	4	4.0	0.0	0.0		\$ 73.10	\$ 99.21	\$ 125.30	\$ 292.40				
	ST	1	4	4.0	0.0	0.0		\$ 66.38	\$ 89.12	\$ 111.86	\$ 265.52				
keypads and testing (2 x Temporary a& final)															
OE	ST	0	0	0.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ -				
Elec Foreman	ST	1	20	20.0	0.0	0.0		\$ 73.10	\$ 99.21	\$ 125.30	\$ 1,462.00				
Electrician	ST	1	20	20.0	0.0	0.0		\$ 66.38	\$ 89.12	\$ 111.86	\$ 1,327.60				
68.0								SUBTOTAL LABOR		\$ 7,602.61					
EQUIPMENT															
Make/Model	# Ea	Time/Ea	Description	Time	Rate (Caltrans Bluebook)				Cost						
Flatbed	0		NA	0.0					\$ -						
Boom Truck	0		NA	0.0					\$ 52.11			\$ -			
Dump Truck	0		NA	0.0					\$ 51.34			\$ -			
Water Truck	0		NA	0.0					\$ 56.33			\$ -			
JD 410 Backhoe	0		NA	0.0					\$ 60.00			\$ -			
JD 410 Backhoe	1	12.0	see OE above	12.0					\$ 39.85			\$ 478.20			
Tamper	0		NA	0.0					\$ 9.84			\$ -			
Roller 47" ride on	0		NA	0.0					\$ 35.63			\$ -			
Compressor	0		NA	0.0					\$ 21.33			\$ -			
Generator	1	48	NA	48.0					\$ 7.53			\$ 361.44			
F-250 Service Truck	1	48	see Fore above	48.0					\$ 27.33			\$ 1,311.84			
Truck Crane 50 ton (8 Hr M	0		NA	0.0					\$ 265.00			\$ -			
Super 10 Owner Operator	0		hours	0.0					\$ 105.00			\$ -			
									SUBTOTAL EQUIPMENT		\$ 2,151.48				
MATERIALS															
Description	Amount	Unit/Pc	Unit	Quantity					Rate			Tax		Cost	
1.5" RGC	10	1	lf	10				\$ 3.20		\$ 2.64	8.25%	\$ 34.64			
1.5" RGC couplings	0	1	ea	0				\$ 1.25		\$ -	8.25%	\$ -			
pull boxes	3	1	ea	3				\$ 100.00		\$ 24.75	8.25%	\$ 324.75			
wiring	150	1	lf	150				\$ 0.25		\$ 3.09	8.25%	\$ 40.59			
1.5" PVC	40	1	lf	40				\$ 0.67		\$ 2.21	8.25%	\$ 29.01			
1.5" PVC	8	1	ea	8				\$ 1.25		\$ 0.83	8.25%	\$ 10.83			
								\$ -							
								SUBTOTAL MATERIAL		\$ 439.82					
SUBCONTRACTOR															
Company			Unit	Quantity	Rate	Cost (without MU)		Mark-Up Cost		Cost					
Loops			Ea	2	\$ 750.00	\$ 1,500.00		\$ 150.00		\$ 1,650.00					
Mobilize			Ea	1	\$ 150.00	\$ 150.00		\$ 15.00		\$ 165.00					
										\$ -					
										\$ -					
										\$ -					
										\$ -					
								SUBTOTAL SUBCONTRACTOR		\$ 1,815.00					
MARKUP															
Max %		Allowed % *	COST (Without MU)			MARKUP COST			COST w/ MU						
Labor	35%	35%	\$7,602.61			\$2,660.91			\$ 10,263.53						
Equipment	15%	15%	\$2,151.48			\$322.72			\$ 2,474.20						
Material	10%	10%	\$439.82			\$43.98			\$483.80						
Subcontractors - SC Marku	10%	10%	\$	\$10,193.91 1,815.00		\$181.50			\$3,027.62		\$1,996.50				
								Subtotal		\$ 15,218.03					
								Contingency 10%		\$1,521.80					
L ESTIMATED COST											\$ 16,739.84				

**SANBAG Downtown San Bernardino Passenger Rail Project
ENGINEERS ESTIMATE**

RFC #		CN #	010.1	Revision:	0
Description	Secure Care Electric Gate			Date:	8/24/2018

Name-Craft	Time (ST, OT, DT)	# Men	Hours	Hours				Rate			Cost
				ST	OT	DT	Task Sum	ST	OT	DT	
LABOR											
								\$ -	\$ -	\$ -	\$ -
relocate exist gate	GCC performs no extra cost										
OE	ST	1	10	10.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ 756.31
Lab Foreman	ST	1	10	10.0	0.0	0.0		\$ 61.71	\$ 72.43	\$ 90.40	\$ 617.10
Laborer	ST	4	10	40.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ 2,379.60
								\$ -	\$ -	\$ -	\$ -
install new rolliing gate								\$ -	\$ -	\$ -	\$ -
OE	ST	0	8	0.0	0.0	0.0		\$ 75.63	\$ 89.27	\$ 111.38	\$ -
Lab Foreman	ST	0	8	0.0	0.0	0.0		\$ 61.71	\$ 72.43	\$ 90.40	\$ -
Laborer	ST	0	8	0.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ -
				0.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ -
paint								\$ -	\$ -	\$ -	\$ -
Laborer	ST	1	16	16.0	0.0	0.0		\$ 59.49	\$ 69.61	\$ 86.64	\$ 951.84
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
76.0								SUBTOTAL LABOR			\$ 4,704.85
EQUIPMENT											
Make/Model	# Ea	Time/Ea	Description	Time	Rate (Caltrans Bluebook)					Cost	
Flatbed	0		NA	0.0						\$ -	
Boom Truck	0		NA	0.0						\$ 52.11	\$ -
Dump Truck	0		NA	0.0						\$ 51.34	\$ -
Water Truck	0		NA	0.0						\$ 56.33	\$ -
Water Truck	0		NA	0.0						\$ 60.00	\$ -
JD 410 Backhoe	1	18.0	see OE above	18.0						\$ 39.85	\$ 717.30
Tamper	0		NA	0.0						\$ 9.84	\$ -
Roller 47" ride on	0		NA	0.0						\$ 35.63	\$ -
Compressor	0		NA	0.0						\$ 21.33	\$ -
Generator	1	18	NA	18.0						\$ 7.53	\$ 135.54
F-250 Service Truck	1	18	see Fore above	18.0						\$ 27.33	\$ 491.94
Truck Crane 50 ton (8 Hr M	0		NA	0.0						\$ 265.00	\$ -
Super 10 Owner Operator	0		hours	0.0						\$ 105.00	\$ -
											\$ -
SUBTOTAL EQUIPMENT										\$ 1,344.78	
MATERIALS											
Description	Amount	Unit/Pc	Unit	Quantity			Rate	Tax		Cost	
20' wide rolling gate (shop fab)	1	1	Ea	1			\$ 3,000.00	\$ -	\$ 3,000.00		
				0			\$ -	\$ -			
				0			\$ -	\$ -			
				0			\$ -	\$ -			
				0			\$ -	\$ -			
				0			\$ -	\$ -			
SUBTOTAL MATERIAL								\$ 3,000.00			
SUBCONTRACTOR											
Company			Unit	Quantity	Rate	Cost (without MU)		Mark-Up Cost		Cost	
										\$ -	
					\$ -						
					\$ -						
					\$ -						
					\$ -						
SUBTOTAL SUBCONTRACTOR								\$ -			
MARKUP											
MARKUP	Max %		Allowed % *	COST (Without MU)			MARKUP COST		COST w/ MU		
Labor	35%		35%	\$4,704.85			\$1,646.70		\$ 6,351.55		
Equipment	15%		15%	\$1,344.78			\$201.72		\$ 1,546.50		
Material	10%		10%	\$3,000.00			\$300.00		\$3,300.00		
Subcontractors - SC Marku	10%		10%	\$	\$9,049.63			\$0.00		\$0.00	
</											

Bakersfield - Truxtun Ave. Operational Improvements
ENGINEERS ESTIMATE

RFC #			Revision:	0
CN #	10-1.5	Secure Care Reinstall Swing Gates	Date:	8/4/2018
Description				

Summary			MH Summary
0	\$	2,596.74	20
		<hr/>	<hr/>
	\$	2,596.74	20

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 9/7/2018
 Date of Report: 9/20/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Install Hand Railing at SecurCare

CCO No.: 000
 Report No.: 0031.7

Authorized Amount:
 Previous Expended:
 This Report: \$4,993.66
 Amount To Date: \$4,993.66
 Amount Remaining: (\$4,993.66)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.31368 [TRUCK]	Ford F450 Pick up [12-20]	S.T.	4	\$32.48	\$129.92
Total Cost of Equipment					= \$129.92

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
F44045	Randel Welding - Handrail	LS	1	\$3,646.50	\$3,646.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$3,646.50

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Ramirez, Rene / Laborer Foreman	S.T.	3	\$60.88	\$182.64
	Ramirez, Rene / Laborer Foreman	O.T.	1	\$80.58	\$80.58
	Romo, Gabriel / Laborer	S.T.	3	\$55.73	\$167.19
					= \$430.41
Labor Surcharge 12 Percent					\$51.65
Subsistence No. at					\$0.00
Travel Expense No. at					\$0.00
Other					
TOTAL COST OF LABOR					\$482.06
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK					\$3,776.42
35 % MARKUP ON LABOR COST (SEE CONTRACT)					\$168.72
15 % MARKUP ON EQUIPMENT					\$19.49
15 % MARKUP FOR MATERIAL					\$546.98
10 % MARKUP FOR SUBCONTRACTOR WORK					\$0.00

Calcd.: _____

Chkd.: _____

Aprvd.: _____

TOTAL THIS REPORT

\$4,993.66

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 9/7/18

[illegible]

Michael Jones


For Contractor

INVOICE # F44045

INVOICE DATE: 9/11/18

RANDEL WELDING
3530 STANDARD STREET
BAKERSFIELD, CA 93308-5225
(661) 323-2923 FAX (661) 327-5421

Granite Construction

8/30/18

NAME _____

ORDER DATE _____

ADDRESS _____

Contact Name & Number Aaron 440-1587

Customers PO or JOB # 743979

cust mat. _____ our mat. XX
NOTES: quote XXSSC
SEP 12 2018JOB DESCRIPTION:

Fabricate 1-1/2" Galvanized Pipe Handrail Per Drawing

Labor	\$2,915.00
Material	485.00
	<u>\$3,400.00</u>
Tax	246.50
Total	<u>\$3,646.50</u>

Please pay from this invoice.

THANK YOU!

NET 30 DAYS

RANDEL WELDING
3530 STANDARD STREET
BAKERSFIELD, CA 93308-5225
(661) 323-2923 FAX(661)327-5421

WORK ORDER

44045

NAME Granite ConstructionORDER DATE 8/30/18

ADDRESS _____

Contact Name & Number Aaron 440-1587Customers PO or JOB # 743979NOTES: cust mat. _____ our mat. XX
quote XXJOB DESCRIPTION:Fabricate 1-1/2" Galvanized Pipe Handrail Per Drawing

Labor	\$2,915.00
Material	485.00
	<u>\$3,400.00</u>
Tax	246.50
Total	<u>\$3,646.50</u>

RECEIVED BY: DATE: 9-7-18

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/30/2018
 Date of Report: 9/20/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Pour Sidewalk and Install Truncated Domes at SecurCare Storage

CCO No.: 000
 Report No.: 0031.6

Authorized Amount:
 Previous Expended:
 This Report: \$5,846.59
 Amount To Date: \$5,846.59
 Amount Remaining: (\$5,846.59)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.24544 [TRUCK]	Ford F450 Pick up [12-20]	S.T.	8	\$32.48	\$259.84
Total Cost of Equipment					= \$259.84

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Machado, Eduardo / Laborer Foreman	S.T.	8	\$68.90	\$551.20
	Machado, Eduardo / Laborer Foreman	O.T.	1	\$90.85	\$90.85
	Roberts, Thadus / Laborer	S.T.	4	\$58.38	\$233.52
	Delgado, Jose J. / Mason	S.T.	8	\$60.75	\$486.00
	Mercado, Anthony / Mason	S.T.	8	\$60.75	\$486.00
	Price, Nicholas / Mason	S.T.	4	\$60.75	\$243.00
					= \$2,090.57

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
182603	Golden Empire Concrete	CY	9.5	\$132.26	\$1,256.44
1401578	Ferguson - Water and Sewer Frame & Covers	LS	1	\$161.32	\$161.32
581567	Constar Supply - Surface Tact Panels	EA	3	\$219.25	\$657.75
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$2,075.51

confirm Q with ticket 182603

Labor Surcharge 12 Percent \$250.87
 Subsistence No. at \$0.00
 Travel Expense No. at \$0.00
 Other

TOTAL COST OF LABOR	\$2,341.44
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$2,335.35
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$819.50
15 % MARKUP ON EQUIPMENT	\$38.98
15 % MARKUP FOR MATERIAL	\$311.33
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$5,846.59

Chkd.: _____


Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/30/18

[illegible]

WHITE - Original YF


For Contractor



CONSTAR SUPPLY

CONSTAR CONSTRUCTION SUPPLY, INC. dba CONSTAR SUPPLY
CLOVIS (559) 297-6070 FAX (559) 297-6059
BAKERSFIELD (661) 377-7060 FAX (661) 377-7064
www.constarsupply.com

SALES INVOICE
PAGE 1

INVOICE # 581567
ORDER # 979133
JOB # 743979

DATE 9/04/2018

TIME

SHIP
TO

SSC

SEP 12 2018

382150
GRANITE CONSTRUCTION - BAKERSFIELD
P.O. BOX 5127
BAKERSFIELD, CA 93388

RENTAL OUT		RENTAL IN		TIME CHARGED		PURCHASE ORDER	
RENTAL PERIOD FROM		RENTAL PERIOD TO		JOB LOCATION		ORDERED BY	
QTY ORDERED		QTY SHIPPED		SELL PRICE PER		AMOUNT	
4.00 EA		4.00		CEM-ACC S3660YW 219.25 EA		877.00	
4.00 EA		4.00		EPO-ACC TBS010 .00 EA			
60.00 EA		60.00		FAS-ACC FASTYW .00 EA			
1.00 EA		1.00		BLA-DEW DW5417 6.04 EA		6.04	
4.00 EA		4.00		SEA-SNB NP1LS 6.10 EA		24.40	
				SIKAFLEX 1A-LIMESTONE (TB)			
		KERN COUNTY		ON \$907.44		65.79	
				TOTAL DUE		\$973.23	

STORE: 02 OUTSIDE SALESMAN: 50 SALES TAX CODE: 11



RECEIVED BY

REMIT TO:
200 PARK CREEK DR.
CLOVIS, CA 93611

ALL RENTALS SHALL BE PAYABLE IN FULL UPON RETURN OF THE EQUIPMENT TO LESSOR OR PRIOR TO 30 DAYS FOLLOWING LESSOR'S INVOICE TO CUSTOMER, WHICHEVER OCCURS FIRST. ALL PURCHASES SHALL BE PAID IN CASH AT TIME OF PURCHASE OR PRIOR TO 30 DAYS FOLLOWING THE SELLER'S INVOICE FOR THE PURCHASE TO CUSTOMER.

ALL PAST DUE BALANCES ARE SUBJECT TO A 1-1/2% SERVICE CHARGE PER MONTH (1-1/2% IS AN A.P.R. OF 18%). CUSTOMER AGREES THAT PRODUCTS ARE ACCEPTED AT TIME OF DELIVERY. EVEN IF ACCEPTANCE SIGNATURE CANNOT BE OBTAINED AT TIME OF DELIVERY. CONSTAR SUPPLY RESERVES THE RIGHT TO SUSPEND YOUR ACCOUNT PRIVILEGES SHOULD YOUR ACCOUNT BECOME 30 DAYS PAST DUE. AT THIS TIME, THE FULL BALANCE WOULD BE DUE. YOUR FAILURE TO PAY COULD NECESSITATE COLLECTION ACTION. THE PREVAILING PARTY WILL BE PAID COLLECTION COSTS (CIVIL CODE 1717).

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IF EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY OFFICE AT ONCE! (559) 297-6070



CONSTAR SUPPLY

CONSTAR CONSTRUCTION SUPPLY, INC. dba CONSTAR SUPPLY
CLOVIS (559) 297-6070 FAX (559) 297-6059
BAKERSFIELD (661) 377-7060 FAX (661) 377-7064
www.constarsupply.com

CHARGE SHIPPING ORDER/PACKING LIST
Page 1

DATE 9/04/2018
TIME 3:25 PM

Order # 979133
Job # 743979

SHIP TO

A-382150 (661) 399-3361
GRANITE CONSTRUCTION - BAKERSFIELD
P.O. BOX 5127
BAKERSFIELD, CA 93388

RENTAL OUT	RENTAL IN	TIME CHARGED	PURCHASE ORDER
RENTAL PERIOD FROM	RENTAL PERIOD TO	JOB LOCATION	743979 ORDERED BY
		TRUXTON	AARON

Qty Ordered	Qty Shipped	Back Ordered	Item Number Description	Sell Price Per	Bin #
4.00 EA	[]	[]	CEM-ACC S3660YW 36"X60"SURFACE TACT PANEL (YEL)	219.25 EA	07-01-1A
4.00 EA	[]	[]	EPO-ACC TBS010 TACTILE BOND/SEAL (TB)	.00 EA	07-02-1A
60.00 EA	[]	[]	FAS-ACC FASTYW TEK ANCHOR PIN	.00 EA	07-01-2D
1.00 EA	[]	[]	BLA-DEW DW5417 1/4" X 6" SDS CARB BIT	6.04 EA	DA-10-1
4.00 EA	[]	[]	SEA-SNB NP1LS SIKAFLEX 1A-LIMESTONE (TB)	6.10 EA	09-01-2A

Order Filled By Date Time

Required: 9/04/2018 3:24 PM Processed By: MATT TIEDE

Store: 02 Outside Salesman: 50 Sales Tax Code: 11



RECEIVED BY

REMIT TO:
200 PARK CREEK DR.
CLOVIS, CA 93611

ALL RENTALS SHALL BE PAYABLE IN FULL UPON RETURN OF THE EQUIPMENT TO LESSOR OR PRIOR TO 30 DAYS FOLLOWING LESSOR'S INVOICE TO CUSTOMER, WHICHEVER OCCURS FIRST. ALL PURCHASES SHALL BE PAID IN CASH AT TIME OF PURCHASE OR PRIOR TO 30 DAYS FOLLOWING THE SELLER'S INVOICE FOR THE PURCHASE TO CUSTOMER.

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IF EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY OFFICE AT ONCE! (559) 297-6070



6300 DISTRICT BLVD
BAKERSFIELD, CA 93313-2142

Please contact with Questions: 916-381-6100

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1401578	\$161.32	443826	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES INC 1423
PO BOX 740827
LOS ANGELES, CA 90074-0827

SHIP TO:

COUNTER PICK UP
6300 DISTRICT BLVD
BAKERSFIELD, CA 93313-2142

9109 1 A8 0.408 E0319X I0539 03986249580 S2 P5676746 0001:0001



GRANITE CONSTRUCTION
BAKERSFIELD
TRUXTON AVE OPERATIONAL
PO BOX 5127
BAKERSFIELD CA 93386-5127

743979

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2777	2777	CA15	F8 BOXES	RJH	TRUXTON AVE OPERATIONAL	08/30/18	IO 67262
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
14	14	SDR35PX14	8X14 SDR35 PVC GJ SWR PIPE	4.416	FT	61.82	
3	3	CF8BOX	F-8BOX CURB VLV BX L/LID	15.969	EA	47.91	
2	2	CF8DS	F-8D VLV BX CNCRT LID SWR	13.563	EA	27.13	
1	1	CF8DW	F-8D VLV BX CNCRT LID - WTR	13.563	EA	13.56	
INVOICE SUB-TOTAL						150.42	
TAX Kern						10.90	
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> <p>WATER FLOW RATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE NOT ALLOWED FOR "PUBLIC USE" IN CALIFORNIA.</p>							
<p>SEP 12 2018</p>							
Thank you for your business							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$161.32

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

0001:0001

DAILY EXTRA WORK REPORT

Job Id:

743979 - Truxtun Ave.

Date Performed: 8/29/2018

CCO No.: 000

Date of Report: 9/20/2018

Report No.: 0031.5

Work Performed By: Granite Construction Company

Description Of Work: Backfill Ret. Curb for ADA Ramp at SecurCare Storage

Authorized Amount:

Previous Expended:

This Report: \$1,269.70

Amount To Date: \$1,269.70

Amount Remaining: (\$1,269.70)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.31368 [TRUCK]	Ford F450 Pick up [12-20]	S.T.	3	\$32.48	\$97.44
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	5.5	\$27.05	\$148.78
08.1242 [LDRRT]	JD 210 Skip Loader [2495]	S.T.	3	\$33.73	\$101.19
Total Cost of Equipment					= \$347.41

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Ramirez, Rene / Laborer Foreman	S.T.	3	\$60.88	\$182.64
	Austin Crist / Laborer	S.T.	3	\$55.73	\$167.19
	Feuerhahn, Karl / Operator	S.T.	3	\$75.23	\$225.69
					= \$575.52

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$0.00

Labor Surcharge	12	Percent	\$69.06
Subsistence		No. at	\$0.00
Travel Expense		No. at	\$0.00
Other			

TOTAL COST OF LABOR	\$644.58
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$347.41
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$225.60
15 % MARKUP ON EQUIPMENT	\$52.11
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$1,269.70

Chkd.: _____


Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/29/18

[illegible]

Theresa Jones


For Contractor

For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/29/2018
 Date of Report: 9/20/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Strip Gravity Ret. Curb and Patch/Form Ramp at SecurCare Storage

CCO No.: 000
 Report No.: 0031.4

Authorized Amount:
 Previous Expended:
 This Report: \$1,770.41
 Amount To Date: \$1,770.41
 Amount Remaining: (\$1,770.41)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.24544 [TRUCK]	Ford F450 Pick up [12-20]	S.T.	4	\$32.48	\$129.92
Total Cost of Equipment					= \$129.92

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Machado, Eduardo / Laborer Foreman	S.T.	4	\$68.90	\$275.60
	Delgado, Jose J. / Mason	S.T.	4	\$60.75	\$243.00
	Mercado, Anthony / Mason	S.T.	4	\$60.75	\$243.00
					= \$761.60

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
581251	Constar Supply - Lumber/Truncated Dome/Misc.	LS	1	\$408.23	\$408.23
Total Cost of Equipment and Work					= \$408.23

Labor Surcharge 12 Percent \$91.39
 Subsistence No. at \$0.00
 Travel Expense No. at \$0.00
 Other

TOTAL COST OF LABOR	\$852.99
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$538.15
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$298.55
15 % MARKUP ON EQUIPMENT	\$19.49
15 % MARKUP FOR MATERIAL	\$61.23
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$1,770.41

Chkd.: _____

Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/29/18

Description of Work Strip Ret. gravity wall & Patch / Form ramp at secure care

Michael Jones


For Contractor



CONSTAR SUPPLY

CONSTAR CONSTRUCTION SUPPLY, INC. dba CONSTAR SUPPLY
CLOVIS (559) 297-6070 FAX (559) 297-6059
BAKERSFIELD (661) 377-7060 FAX (661) 377-7064
www.constarsupply.com

SALES INVOICE
PAGE 1

INVOICE # 581251
ORDER # 978463
JOB # 743979

DATE 8/29/2018

TIME

382150
GRANITE CONSTRUCTION - BAKERSFIELD
P.O. BOX 5127
BAKERSFIELD, CA 93388

SHIP TO
GRANITE CONSTRUCTION - BAKERSFIELD
TRUXTON AVE WIDENING
#743979
BAKERSFIELD, CA 93308
VIA: OT

RENTAL OUT		RENTAL IN		TIME CHARGED		PURCHASE ORDER	
RENTAL PERIOD FROM		RENTAL PERIOD TO		JOB LOCATION		ORDERED BY	
				TRUXTON		EDDIE	
QTY ORDERED	QTY SHIPPED	BACK ORDERED	ITEM NUMBER DESCRIPTION	SELL PRICE	PER	AMOUNT	
1.00 EA	1.00		CRP-RAP WUNDERFIXX CONCRETE REPAIR-GRAY (50#/BG)	36.99	EA	36.99	
1.00 EA	1.00		CEM-MAR 38 9" X 4" FINE RUBBER FLOAT	8.54	EA	8.54	
6.00 EA	6.00		PLY-WEY 2X6DF 2"X6"X16' DF STUD (STD >)	16.17	EA	97.02	
6.00 EA	6.00		PLY-WEY 2X4DF 2"X4"X16' DF STUD (STD >)	10.23	EA	61.38	
1.00 EA	1.00		CEM-ACC R3660YW 36" X 60" CIP TACT PANEL (YEL)	176.70	EA	176.70	
KERN COUNTY				ON	\$380.63	27.60	
TOTAL DUE						\$408.23	

SSC
SEP 05 2018

STORE: 02 OUTSIDE SALESMAN: 50 SALES TAX CODE: 11

RECEIVED BY

REMIT TO:
200 PARK CREEK DR.
CLOVIS, CA 93611

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IF EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY OFFICE AT ONCE! (559) 297-6070



CONSTAR SUPPLY

CONSTAR CONSTRUCTION SUPPLY, INC. dba CONSTAR SUPPLY
CLOVIS (559) 297-6070 FAX (559) 297-6059
BAKERSFIELD (661) 377-7060 FAX (661) 377-7064
www.constarsupply.com

MODIFIED CHARGE SHIPPING ORDER
Page 1

DATE 8/29/2018

TIME 8:18 AM

Order # 978463
Job # 743979

A-382150 (661) 399-3361
GRANITE CONSTRUCTION - BAKERSFIELD
P.O. BOX 5127
BAKERSFIELD, CA 93388

SHIP TO GRANITE CONSTRUCTION - BAKERSFIELD
TRUXTON AVE WIDENING
#743979
BAKERSFIELD, CA 93308
Via: OT

RENTAL OUT		RENTAL IN	
RENTAL PERIOD FROM		RENTAL PERIOD TO	

TIME CHARGED		PURCHASE ORDER	
		743979	
JOB LOCATION		ORDERED BY	
TRUXTON		EDDIE	

Qty Ordered	Qty Shipped	Back Ordered	Item Number Description	Sell Price Per	EA	Bin #
1.00 EA	[]	[]	CRP-RAP WUNDERFIXX CONCRETE REPAIR-GRAY (50#/BG)	36.99	EA	06-04-4B
1.00 EA	[]	[]	CEM-MAR 38 9" X 4" FINE RUBBER FLOAT	8.54	EA	04-04-2G
6.00 EA	[]	[]	PLY-WEY 2X6DF 2"X6"X16' DF STUD (STD >)	16.17	EA	ON-05-1K
6.00 EA	[]	[]	PLY-WEY 2X4DF 2"X4"X16' DF STUD (STD >)	10.23	EA	ON-05-1L
1.00 EA	[]	[]	CEM-ACC R3660YW 36" X 60" CIP TACT PANEL (YEL)	176.70	EA	07-02-1A

Order Filled By Date Time

Order Delivered By Date Time

Required: 8/29/2018 7:46 AM

Processed By: MATT TIEDE

Store: 02 Outside Salesman: 50 Sales Tax Code: 11

RECEIVED BY

REMIT TO:
200 PARK CREEK DR.
CLOVIS, CA 93611

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IF EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY OFFICE AT ONCE! (559) 297-6070

DAILY EXTRA WORK REPORT

Job Id:

743979 - Truxtun Ave.

Date Performed: 8/28/2018

CCO No.: 000

Date of Report: 9/20/2018

Report No.: 0031.3

Work Performed By: Granite Construction Company

Description Of Work: Remove Concrete Sidewalk/Driveway at SecurCare Storage

Authorized Amount:

Previous Expended:

This Report: \$1,573.88

Amount To Date: \$1,573.88

Amount Remaining: (\$1,573.88)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.31368 [TRUCK]	Ford F450 Pick up [12-20]	S.T.	4	\$32.48	\$129.92
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	6	\$27.05	\$162.30
08.1242 [LDRRT]	JD 210 Skip Loader [2495]	S.T.	2	\$33.73	\$67.46
Total Cost of Equipment					= \$359.68

caltrans 9-1.04D(3) for rental on site over 8 hours with but not used full time

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Austin Crist / Laborer	S.T.	4	\$55.73	\$222.92
	Ramirez, Rene / Laborer Foreman	S.T.	4	\$60.88	\$243.52
	Feuerhahn, Karl / Operator	S.T.	4	\$75.23	\$300.92
					= \$767.36

Labor Surcharge 12 Percent \$92.08
Subsistence No. at \$0.00
Travel Expense No. at \$0.00
Other

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$0.00

TOTAL COST OF LABOR	\$859.44
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$359.68
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$300.81
15 % MARKUP ON EQUIPMENT	\$53.95
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$1,573.88

Chkd.: _____

Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/28/18

[illegible]

 _____

 _____
For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/28/2018
 Date of Report: 9/20/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Pour Gravity Ret. Curb for ADA Ramp at SecurCare Storage

CCO No.: 000
 Report No.: 0031.2

Authorized Amount:
 Previous Expended:
 This Report: \$2,770.92
 Amount To Date: \$2,770.92
 Amount Remaining: (\$2,770.92)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.24544 [TRUCK]	Ford F450 Pick up [12-20]	S.T.	8	\$32.48	\$259.84
Total Cost of Equipment					= \$259.84

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
182346	Golden Empire Concrete	CY	2.5	\$205.28	\$513.19
581138	Constar Supply - Lumber/Concrete Cure	LS	1	\$272.77	\$272.77
Total Cost of Equipment and Work					= \$785.96

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Machado, Eduardo / Laborer Foreman	S.T.	8	\$68.90	\$551.20
	Delgado, Jose J. / Mason	S.T.	8	\$60.75	\$486.00
					= \$1,037.20
Labor Surcharge 12 Percent					\$124.46
Subsistence No. at					\$0.00
Travel Expense No. at					\$0.00
Other					
TOTAL COST OF LABOR					\$1,161.66
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK					\$1,045.80
35 % MARKUP ON LABOR COST (SEE CONTRACT)					\$406.58
15 % MARKUP ON EQUIPMENT					\$38.98
15 % MARKUP FOR MATERIAL					\$117.89
10 % MARKUP FOR SUBCONTRACTOR WORK					\$0.00

Calcd.: _____

Chkd.: _____

Aprvd.: _____

TOTAL THIS REPORT

\$2,770.92

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/28/15

Description of Work Pour gravity ret. wall for ADA Ramp at Secure Care

[illegible]

[Handwritten signature]


For Contractor



CONSTAR SUPPLY

CONSTAR CONSTRUCTION SUPPLY, INC. dba CONSTAR SUPPLY
CLOVIS (559) 297-6070 FAX (559) 297-6059
BAKERSFIELD (661) 377-7060 FAX (661) 377-7064
www.constarsupply.com

SALES INVOICE
PAGE 1

DATE 8/28/2018

INVOICE # 581138
ORDER # 978315
JOB # 743979

TIME

382150
GRANITE CONSTRUCTION - BAKERSFIELD
P.O. BOX 5127
BAKERSFIELD, CA 93388

SHIP TO

GRANITE CONSTRUCTION - BAKERSFIELD
TRUXTON AVE WIDENING
#743979
BAKERSFIELD, CA 93308
VIA:

RENTAL OUT		RENTAL IN		TIME CHARGED		PURCHASE ORDER	
RENTAL PERIOD FROM		RENTAL PERIOD TO		JOB LOCATION		ORDERED BY	
QTY ORDERED	QTY SHIPPED	BACK ORDERED	ITEM NUMBER DESCRIPTION	SELL PRICE	PER	AMOUNT	
2.00 EA	2.00		PLY-WEY 12FORM 7/16"X12"X16' VALUE FORM	17.97	EA	35.94	
3.00 EA	1.00	2.00	CHE-WRM VOCOMP255 CONCRETE CURE/SEALER (5 GAL)	140.34	EA	140.34	
1.00 EA	1.00		CHE-WRM 16005 WHITE CURE (5 GAL)	39.37	EA	39.37	
CALL EDDIE 6614401769							
2.00 EA	2.00		PLY-WEY 14HB 1/4" HARD BOARD (MASONITE)	19.34	EA	38.68	
KERN COUNTY				ON	\$254.33	18.44	
TOTAL DUE						\$272.77	

SSC
SEP 05 2018

STORE: 02 OUTSIDE SALESMAN: 50 SALES TAX CODE: 11



RECEIVED BY

REMIT TO:
200 PARK CREEK DR.
CLOVIS, CA 93611

ALL RENTALS SHALL BE PAYABLE IN FULL UPON RETURN OF THE EQUIPMENT TO LESSOR OR PRIOR TO 30 DAYS FOLLOWING LESSOR'S INVOICE TO CUSTOMER, WHICHEVER OCCURS FIRST. ALL PURCHASES SHALL BE PAID IN CASH AT TIME OF PURCHASE OR PRIOR TO 30 DAYS FOLLOWING THE SELLER'S INVOICE FOR THE PURCHASE TO CUSTOMER.

ALL PAST DUE BALANCES ARE SUBJECT TO A 1-1/2% SERVICE CHARGE PER MONTH (1-1/2% IS AN A.P.R. OF 18%). CUSTOMER AGREES THAT PRODUCTS ARE ACCEPTED AT TIME OF DELIVERY, EVEN IF ACCEPTANCE SIGNATURE CANNOT BE OBTAINED AT TIME OF DELIVERY. CONSTAR SUPPLY RESERVES THE RIGHT TO SUSPEND YOUR ACCOUNT PRIVILEGES SHOULD YOUR ACCOUNT BECOME 30 DAYS PAST DUE. AT THIS TIME, THE FULL BALANCE WOULD BE DUE. YOUR FAILURE TO PAY COULD NECESSITATE COLLECTION ACTION. THE PREVAILING PARTY WILL BE PAID COLLECTION COSTS (CIVIL CODE 1717).

THIS AGREEMENT SHALL INCLUDE THE ABOVE TERMS AND CONDITIONS AS WELL AS THOSE SET FORTH ON THE REVERSE HEREOF. ACCEPTED BY CUSTOMER.

IF EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY OFFICE AT ONCE! (559) 297-6070



CONSTAR SUPPLY

CONSTAR CONSTRUCTION SUPPLY, INC. dba CONSTAR SUPPLY
CLOVIS (559) 297-6070 FAX (559) 297-6059
BAKERSFIELD (661) 377-7060 FAX (661) 377-7064
www.constarsupply.com

MODIFIED CHARGE SHIPPING ORDER
Page 1

DATE 8/28/2018

TIME 10:38 AM

Order # 978315
Job # 743979

SHIP TO GRANITE CONSTRUCTION - BAKERSFIELD
TRUXTON AVE WIDENING
#743979
BAKERSFIELD, CA 93308

A-382150 (661) 399-3361
GRANITE CONSTRUCTION - BAKERSFIELD
P.O. BOX 5127
BAKERSFIELD, CA 93388

RENTAL OUT		RENTAL IN		TIME CHARGED	PURCHASE ORDER
RENTAL PERIOD FROM		RENTAL PERIOD TO			743979
				JOB LOCATION	ORDERED BY
				TRUXTON	EDDIE

Qty Ordered	Qty Shipped	Back Ordered	Item Number Description	Sell Price Per	Bin #
2.00 EA	[2]	[0]	PLY-WEY 12FORM 7/16"X12"X16' VALUE FORM	17.97 EA	ON-05-1A
3.00 EA	[1]	[2]	CHE-WRM VOCOMP255 CONCRETE CURE/SEALER (5 GAL)	140.34 EA	06-05-1D
1.00 EA	[1]	[0]	CHE-WRM 16005 WHITE CURE (5 GAL)	39.37 EA	06-05-1E
CALL EDDIE 6614401769					
2.00 EA	[2]	[0]	PLY-WEY 14HB 1/4" HARD BOARD (MASONITE)	19.34 EA	05-03-1E

Order Filled By Date Time

Order Delivered By Date Time

Required: 8/28/2018 9:43 AM

Processed By: EMILIANO LOPEZ

Store: 02 Outside Salesman: 50 Sales Tax Code: 11



RECEIVED BY

REMIT TO:
200 PARK CREEK DR.
CLOVIS, CA 93611

ALL RENTALS BE PAYABLE IN FULL UPON RETURN OF THE EQUIPMENT TO LESSOR OR PRIOR TO 30 DAYS FOLLOWING LESSOR'S INVOICE TO CUSTOMER, WHICHEVER OCCURS FIRST. ALL PURCHASES SHALL BE PAID IN CASH AT TIME OF PURCHASE OR PRIOR TO 30 DAYS FOLLOWING THE SELLER'S INVOICE FOR THE PURCHASE TO CUSTOMER.

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THIS AGREEMENT SHALL INCLUDE THE ABOVE TERMS AND CONDITIONS AS WELL AS THOSE SET FORTH ON THE REVERSE HEREOF. ACCEPTED BY CUSTOMER.

IF EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY OFFICE AT ONCE! (559) 297-6070



INVOICE

**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.**

15821 Ventura Blvd., #475 • Encino, CA 91436-4778
(818) 728-5200 • FAX (818) 986-6637

GRANITE CONSTRUCTION (BAKERSFI
P.O. BOX 5127
BAKERSFIELD, CA 93388

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00001016 08/28/2018 182346 1

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	TICKET NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	PER UNIT	TAX	TOTAL
		9207		TRUXTUN & OAK				BAKERSFIELD
				PO NUMBER: 743979				
08/28	207-210758	2.50	CY	5000 8.50SK 1AGG HR	99.000		17.94	265.44
08/28	207-210758	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/28	207-210758	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/28	207-210758	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
				JOB TOTAL LINE				513.19

PRODUCT RECAP

2.50	NC50006	5000 8.50SK 1AGG HR
1.00	555	PUBLIC WORKS DELIVERY CHARGE
1.00	530	ENVIRONMENTAL FEE
1.00	525	LOW CARBON FUEL - SURCHARGE

SSC
SEP 05 2018

TAXABLE AMOUNT	478.50
EXEMPT AMOUNT	0.00
SALES TAX	34.69

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	513.19
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DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/27/2018
 Date of Report: 9/20/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Remove Ret. Curb and backfill/grade at SecurCare Storage

CCO No.: 000
 Report No.: 0031.1

Authorized Amount:
 Previous Expended:
 This Report: \$2,946.09
 Amount To Date: \$2,946.09
 Amount Remaining: (\$2,946.09)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
06.24629 [TRUCK]	Ford .75 Ton Pickup [06-12]	S.T.	4	\$24.98	\$99.92		Austin Crist / Laborer	S.T.	4	\$55.73	\$222.92
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	6	\$27.05	\$162.30		Crist, Gary / Operator Foreman	S.T.	4	\$77.85	\$311.40
08.1242 [LDRRT]	JD 210 Skip Loader [2495]	S.T.	4	\$33.73	\$134.92		Karl Feuerhahn / Operator	S.T.	4	\$75.23	\$300.92
Total Cost of Equipment					=						\$835.24

caltrans 9-1.04D(3) for rental on site over 8 hours with but not used full time

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
16427	Austin Enterprises Sawcut Concrete	DY	1	\$1,115.00	\$1,115.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$1,115.00

Labor Surcharge 12 Percent \$100.23
 Subsistence No. at \$0.00
 Travel Expense No. at \$0.00
 Other

TOTAL COST OF LABOR	\$935.47
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$1,512.14
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$327.41
15 % MARKUP ON EQUIPMENT	\$59.57
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$111.50

Calcd.: _____

TOTAL THIS REPORT **\$2,946.09**

Chkd.: _____

Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8/27/18

Description of Work Remove Ret. Curb and backfill/grade at Secure Care
for ADA Ramp

Handwritten signature: Mark Jones


For Contractor

Austin Enterprise

Bakersfield, CA 93380

PO Box 81926

Invoice

Date	Invoice #
9/14/2018	16427

Bill To

Granite Construction
PO Box 5127
Bakersfield, CA 93388
Attn: Margo

P.O. No.	Terms	Project
743979	Net 15	3165-17 / Truxtun Ave Ope...

Quantity	Description	Rate	Amount
	Sawcut @ Truxtun Ave & Oak St COB#T9WP4A		
1	Job Ticket #9163 / Dated 08-27-18	1,115.00	1,115.00
		Total	\$1,115.00

Austin

ENTERPRISES

Lic. # 764893
P. O. Box 81926
Bakersfield, CA 93380
(661) 589-1001
FAX (661) 589-9509

Job Ticket Number **9163** *MAN*

DATE **8-27-18**

BILL TO **GRANITE**
JOB ADDRESS **THURSTON**
MAP PG. NO. **HS 1413**
WORK TO BE DONE

OK
NEAREST CROSS STREET
CONTACT PERSON
OPERATORS ON JOB SAME DAY

QUANT.	DESCRIPTION	PRICE	AMOUNT
1		/	
2	18' 4"x5" C/L F/S (SIDEWALK & APPROACH)	/	
3		/	
4	12' 4"x5" RETAINING WALL 4' 18" THICK	/	
5		/	
6	CUT OFF 5' ft of WALL - THOSE PLUMBER CUTS	/	
7	W/ F/S & BACKSIDE	/	
8	WILL NOT BE RESPONSIBLE FOR LAYOUT, OR ANY	/	
9	DAMAGE TO TRIED STRUCTURES & UTILITIES	(165)	990
10		/	
11		/	
12	Standby	/	
13	Mobilization	/	
14	Demobilization	125	125

Terms: NET 30 DAYS. Invoices not paid within 30 days are subject to service charges of 1 - 1/2% per month or 18% annually on amounts which exceed 30 days. In the event your account becomes delinquent and is placed in the hands of a collector or licensed attorney for collections or suit is instituted on such account, there shall be paid a reasonable collection and attorney fee to the prevailing party.

TOTAL This Ticket

\$1,115

P.O. NO. **743479**

JOB NO. **T9WDTA**

X
ACKNOWLEDGED
COMPANY

BILLING APPROVAL

SHOP EQUIPMENT USED

B-47
E/S 36
A/S 14, 13, & 30

OPERATOR REMARKS

HAD TO RETURN TO 7000 HR
Back Equip - (730-845 (1.25))

HOURS SPENT	
Total	

JOB NO. 3165	OPER. NO. 1
BEGIN Travel	TOTAL TRAVEL
END Travel	
BEGIN Job Reg. Hours 7-	TOTAL REG. HRS.
END Job Reg. Hours 12	5.0
START O.T. Hrs.	TOTAL O.T. HRS.
END O.T. Hrs.	
BEGIN Travel	TOTAL TRAVEL
END Travel	
TOTAL PAID HOURS	
SUBSISTENCE	
LUNCH From	To



**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.**

15821 Ventura Blvd., #475 • Encino, CA 91436-4778
(818) 728-5200 • FAX (818) 986-6637

GRANITE CONSTRUCTION (BAKERSFI
P.O. BOX 5127
BAKERSFIELD, CA 93388

INVOICE

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00001016 08/30/2018 182603 1

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL			
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION							
124 TRUXTUN & OAK						BAKERSFIELD					
PO NUMBER: 743979											
08/30	207-210896	9.50	CY	5000 8.50SK 1AGG HR	99.000		68.19	1008.69			
08/30	207-210896	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50			
08/30	207-210896	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81			
08/30	207-210896	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44			
JOB TOTAL LINE								1256.44			

PRODUCT RECAP

9.50	NC50006	5000 8.50SK 1AGG HR
1.00	555	PUBLIC WORKS DELIVERY CHARGE
1.00	530	ENVIRONMENTAL FEE
1.00	525	LOW CARBON FUEL - SURCHARGE

SEP 12 2018

TAXABLE AMOUNT	1171.50
EXEMPT AMOUNT	0.00
SALES TAX	84.94

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	1256.44
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Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

CONTRACT NO. 17-171 CHANGE ORDER NO. 19 P. O. NO.

PROJECT: Truxtun Avenue Operational Improvements Project CML-5109(228)
Project No. TRWP87 FEDERAL NO. (S)CONTRACTOR: Granite Construction Company
ADDRESS: 3005 James Road
Bakersfield, CA 93308YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Kristina Budak, Project Manager DATE:
CHANGE REQUESTED BY: Kristina Budak, Project Manager DATE:

EXTRA WORK AT AGREED LUMP SUM:

Item #	Item Description	Quantity		Unit Price		Total	
CN 20.1	EWB 21; Lower Utility Southwest Corner Oak St	1	LS	\$ 27,965.79	LS	\$ 27,965.79	
CN 20.2	EWB 23 & 25; Grade Adjacent Property	1	LS	\$ 5,441.08	LS	\$ 5,441.08	
CN 20.3	EWB 26 & 33; Construction Methods East Of	1	LS	\$ 4,279.09	LS	\$ 4,279.09	
CN 20.4	EWB 34; Color Stamped Concrete	1	LS	\$ 10,570.60	LS	\$ 10,570.60	

Total Estimated Change: \$ 48,256.56

Contract time will be deferred for this change.

Total Increase		\$ 48,256.56
ACCOUNT NO (S):	ESTIMATED COST:	
	INCREASE	\$48,256.56
	DECREASE	

By reason of this order the time of completion will be adjusted as follows: City Council Approval Required YES X
Deferred NO

Approved As to Form: City Attorney

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 10/23/18

Contractor: [Signature]

Title: CONST. MGR
BFL AREA

[illegible]

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 7/12/2018

CCO No.: 000

Authorized Amount:

Date of Report: 8/21/2018

Report No.: 21.7

Previous Expended:

Work Performed By: Granite Construction Company

This Report: \$6,871.45

Description Of Work: Install 40ft. steel casing over sewer line

Amount To Date: \$6,871.45

Amount Remaining: (\$6,871.45)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	9	\$32.48	\$292.32
06.24629 [TRUCK]	Ford .75 Ton Pickup [06-12]	S.T.	8	\$24.98	\$199.84
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	8	\$27.05	\$216.40
08.29418 [LDRRT]	CAT 415 Skiploader [1860]	S.T.	8	\$30.89	\$247.12
Total Cost of Equipment				=	\$955.68

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Gary Crist / Operator Foreman	O.T.	8	\$102.51	\$820.10
	Denni, Job / Operator	O.T.	8	\$99.16	\$793.28
	Ramirez, Rene / Laborer	O.T.	8	\$79.83	\$638.60
	Ramirez, Rene / Laborer	D.T.	1	\$99.30	\$99.30
	Roberts, Thadus / Laborer	O.T.	8	\$76.82	\$614.57
Sub-Total of Labor Cost				=	\$2,965.85
Labor Surcharge 12 Percent					\$355.90
Subsistence No. at					\$0.00
Travel Expense No. at					\$0.00
Other					

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
175933	B&B Surplus Invoice 6"XHY (.432)Black P.E. Pipe 40'2"	LS	1	\$1,120.04	\$1,120.04
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work				=	\$1,120.04

TOTAL COST OF LABOR

	\$3,321.76
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$2,075.72
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$1,162.61
15 % MARKUP ON EQUIPMENT	\$143.35
15 % MARKUP FOR MATERIAL	\$168.01
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$6,871.45

Chkd.: _____

Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 7/2/18

Description of Work inst 11 40" steel casing over sewer line Box 611

[Handwritten signature]

[Signature]
For C

For Contractor

B & B SURPLUS, INC.

Steel • Aluminum • Stainless • Pipe • Wire • Surplus Products
7020 Rosedale Hwy. • Bakersfield • CA 93308-5842
(661) 589-0381 • Fax (661) 589-5508



INVOICE

Invoice Date	Number	Page
07/13/18	175933	1

Sold to: 35600

GRANITE CONSTRUCTION - 1787
3005 JAMES RD
P. O. BOX 5127
BAKERSFIELD, CA 93307-5127

Ship to:

GRANITE CONSTRUCTION - 1787
PAUL (661) 375-5177
CORNER OF TRUXTUN & OAK
3301 TRUXTUN AVE

Purchase Order #	I/S Slsp	O/S Slsp	Ship Via	Ship Date	SO #	Terms
743979	30	22	DEL - OUR TRUCK	07/11/18	1207432	NET 30 DAYS

Ln#	Ship Qty - U/M	Description	Quantity - U/M	Price - U/M	Item Total
1	1 PC	6"XHY(.432)BLACK P.E. PIPE 40'2" TORCH CUT TO 35' SHIP DROP CALL 30 MIN BEFORE DELIVERY DELIVER WED 7/11/18 TRUXTUN AVE OPERATIONAL IMPROVEMENT	40'2"	26.0000 FT	1044.33 ✓

Subtotal	Sales Tax		Freight	Invoice Total
	Rate	Amount		
1044.33	7.250 Y	75.71		1120.04

Thank you for your business.

Please Pay This Amount. 

Original

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 6/27/2018

CCO No.: 000

Date of Report: 8/21/2018

Report No.: 21.6

Work Performed By: Granite Construction Company

Description Of Work: Pothole sewer to investigate line relocation

Authorized Amount:

Previous Expended:

This Report: \$6,589.27

Amount To Date: \$6,589.27

Amount Remaining: (\$6,589.27)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.1175 [TRUCK]	Ford F450 1.25TN [12-20]	S.T.	8	\$32.48	\$259.84
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	8	\$32.48	\$259.84
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	8	\$27.05	\$216.40
Total Cost of Equipment					= \$736.08

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Feuerhahn, Karl / Operator	O.T.	8	\$96.38	\$771.04
	Ramirez, Rene / Laborer	O.T.	8	\$76.93	\$615.44
	Ramirez, Rene / Laborer	D.T.	1	\$95.72	\$95.72
	Roberts, Thadus / Laborer	O.T.	8	\$74.30	\$594.40
Sub-Total of Labor Cost					= \$2,076.60

Labor Surcharge 12 Percent \$249.19

Subsistence _____ No. at _____ \$0.00

Travel Expense _____ No. at _____ \$0.00

Other _____

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
80100868-0001	Sunbelt Invoice - Vac Truck Rental	DY	1	\$551.27	\$551.27
3428094112	Statewide Invoice - Traffic Control	LS	1	\$1,790.00	\$1,790.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Total Cost of Equipment and Work					= \$2,341.27

TOTAL COST OF LABOR \$2,325.79

TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK \$3,077.35

35 % MARKUP ON LABOR COST (SEE CONTRACT) \$814.03

15 % MARKUP ON EQUIPMENT \$193.10

15 % MARKUP FOR MATERIAL \$0.00

10 % MARKUP FOR SUBCONTRACTOR WORK \$179.00

Calcd.: _____

TOTAL THIS REPORT \$6,589.27

Chkd.: _____

Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 6-27-18

[illegible]

GCCO #142 - ORD 9/04 • BFU

WHITE – Original

YELLOW – Duplicate

PINK – Triplicate



INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	80100868-0001
ACCOUNT NUMBER	85348
INVOICE DATE	6/28/18
PAGE 1	

INVOICE TO

GRANITE CONSTRUCTION CO
PO BOX 5127
BAKERSFIELD, CA 93308

JOB ADDRESS

TRUXTUN AVE, BAKERSFIELD
GRANITE CONSTRUCTION CO
TRUXTUN AVE
HWY 99
BAKERSFIELD, CA 93309
C#: 661-399-3361 J#: 661-399-3361

RECEIVED BY
CIARAMELLA, JEREME

CONTRACT NUMBER
80100868

PURCHASE ORDER NUMBER
743979

JOB NUMBER
119 GRANITE CONSTRUC

BRANCH 0663 BAKERSFIELD CA PC663
34921 PETROL ROAD
BAKERSFIELD, CA 93308
661-587-0500

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	500-600CFM 500G SPOIL W/80-250 FRESH H2O 400.00 400.00 1400.00 3800.00 400.00 957843 Make: DITCHWITCH Model: FX30 Ser #: CMFX30XPE0002112 HR OUT: 3331.100 HR IN: 3332.800 TOTAL: 1.700 Billed from 6/27/18 thru 6/28/18					
Rental Sub-total:						400.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	3.000			3.00
1	CA .75% HEAVY EQUIP. RENTAL TAX					
1	DLPKSRCHG	EA	20.400			20.40
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	5.600			5.60
1	ENVIRONMENTAL					
	DELIVERY CHARGE					85.00
FINAL BILL: 6/27/18 02:30 PM THRU 6/28/18 03:11 PM.						
						514.00

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	514.00
TAX	37.27
INVOICE TOTAL	551.27

**STATEWIDE TRAFFIC SAFETY & SIGNS, INC.**

License# 975518

4400 State Rd

Bakersfield, CA 93308

Phn 661.834.5324 * Fax 661.834.1073

PLEASE SEND REMITTANCE TO:

Statewide Traffic Safety and Signs, Inc.

P.O. Box 31001-2620

Pasadena, CA 91110-2620

CUSTOMER #: 00057

INVOICE #: 3428094112

INVOICE DATE: 06/29/18

DUE DATE: 07/29/18

OUR JOB NO.: 4T2721

BILL TO:

GRANITE CONST

PO BOX 5127

BAKERSFIELD, CA 93388

OWNER PROJ. NO. 743979

CUST. PROJ. NO. 743979

TRUXTON AVE. OPERATIONAL 743979
IMPROVEMENTS PROJECT
BAKERSFIELD, CA

RECEIVED

JUL 09 2018

GCCO ADMIN 212


DESCRIPTION	QUANTITY	PRICE	AMOUNT
06/26/18 TIC#615761 1 LANE 1 DIRECTION 2 MEN	1.00 LS	1550.000 / LS	1,550.00
06/26/18 ADDITIONAL LANE	1.00 LS	50.000 / LS	50.00
06/26/18 OVERTIME 2 MEN	7.00 HR	95.000 / HR	665.00
06/27/18 TIC#615765 1 LANE 1 DIRECTION 2 MEN	1.00 LS	1550.000 / LS	1,550.00
06/27/18 ADDITIONAL LANE	1.00 LS	50.000 / LS	50.00
07/03/18 OVERTIME 2 MEN	2.00 HR	95.000 / HR	190.00
			<hr/> 4,055.00
		NET DUE:	4,055.00

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 6-26-18

[illegible]

WHITE Original X5


For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 6/26/2018 CCO No.: 000
 Date of Report: 8/21/2018 Report No.: 21.5
 Work Performed By: Granite Construction Company
 Description Of Work: Lower water service

Authorized Amount:
 Previous Expended:
 This Report: \$4,990.54
 Amount To Date: \$4,990.54
 Amount Remaining: (\$4,990.54)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.
		Type	No.			
04.1175 [TRUCK]	Ford F450 1.25TN [12-20]	S.T.	5	\$32.48	\$162.40	
04.26329 [TRUCK]	Ford F750 2AX 2K Water Truck [28-36]	S.T.	5	\$39.96	\$199.80	
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	6	\$32.48	\$194.88	
06.24628 [TRUCK]	Ford .75 Ton Pickup [06-12]	S.T.	5	\$24.98	\$124.90	
08.32644R [BRMSW]	Laymor SM400 8' Street Broom [ALL]	S.T.	5	\$36.42	\$182.10	
08.488 [LDRRT]	Cat 950G Whl Ldr [2310]	S.T.	5	\$98.93	\$494.65	
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	5	\$27.05	\$135.25	
Total Cost of Equipment					=	\$1,493.98

LABOR

Name / Description	Hours		Hourly Rate	Extended Amounts
	Type	No.		
Feuerhahn, Karl / Operator	O.T.	5	\$96.38	\$481.88
Guevara, Todd / Laborer Foreman	O.T.	5	\$99.56	\$497.78
Ramirez, Rene / Laborer	O.T.	6	\$76.93	\$461.55
Roberts, Thadus / Laborer	O.T.	5	\$74.30	\$371.50
Romo, Gabriel / Laborer	O.T.	5	\$70.33	\$351.63
				= \$2,164.33
Labor Surcharge 12 Percent				\$259.72
Subsistence No. at				\$0.00
Travel Expense No. at				\$0.00
Other				

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$0.00

TOTAL COST OF LABOR	\$2,424.04
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$1,493.98
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$848.42
15 % MARKUP ON EQUIPMENT	\$224.10
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$4,990.54

Chkd.: _____


Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 6-26-18

[illegible]

WHITE Original X5


For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 6/26/2018 CCO No.: 000
 Date of Report: 8/21/2018 Report No.: 21.4
 Work Performed By: Granite Construction Company
 Description Of Work: Lower sewer service at Secure Care

Authorized Amount:
 Previous Expended:
 This Report: \$7,755.19
 Amount To Date: \$7,755.19
 Amount Remaining: (\$7,755.19)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.
		Type	No.			
04.1175 [TRUCK]	Ford F450 1.25TN [12-20]	S.T.	6	\$32.48	\$194.88	
04.26329 [TRUCK]	Ford F750 2AX 2K Water Truck [28-36]	S.T.	3	\$39.96	\$119.88	
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	5.5	\$32.48	\$178.64	
06.24628 [TRUCK]	Ford .75 Ton Pickup [06-12]	S.T.	5	\$24.98	\$124.90	
08.32644R [BRMSW]	Laymor SM400 8' Street Broom [ALL]	S.T.	3	\$36.42	\$109.26	
08.488 [LDRRT]	Cat 950G Whl Ldr [2310]	S.T.	5	\$98.93	\$494.65	
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	5	\$27.05	\$135.25	
Total Cost of Equipment					=	\$1,357.46

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Feuerhahn, Karl / Operator	O.T.	3	\$96.38	\$289.13
	Feuerhahn, Karl / Operator	D.T.	2	\$119.82	\$239.64
	Guevara, Todd / Laborer Foreman	O.T.	3	\$99.56	\$298.67
	Guevara, Todd / Laborer Foreman	D.T.	2	\$124.06	\$248.12
	Ramirez, Rene / Laborer	O.T.	2	\$76.93	\$153.85
	Ramirez, Rene / Laborer	D.T.	3.5	\$95.73	\$335.04
	Roberts, Thadus / Laborer	O.T.	3	\$74.30	\$222.90
	Roberts, Thadus / Laborer	D.T.	3	\$92.22	\$276.66
	Romo, Gabriel / Laborer	O.T.	3	\$70.33	\$210.98
	Romo, Gabriel / Laborer	D.T.	2	\$86.92	\$173.84
Sub-Total of Labor Cost				=	\$2,448.82

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
3428094112	Statewide Invoice - Traffic Control	LS	1	\$2,265.00	\$2,265.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work				=	\$2,265.00

TOTAL COST OF LABOR		\$2,742.67
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK		\$3,622.46
35 % MARKUP ON LABOR COST (SEE CONTRACT)		\$959.94
15 % MARKUP ON EQUIPMENT		\$203.62
15 % MARKUP FOR MATERIAL		\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK		\$226.50

Calcd.: _____

TOTAL THIS REPORT **\$7,755.19**

Chkd.: _____

Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 6-26-18

[illegible]

[Handwritten signature] *[Handwritten signature]*


For Contractor

**STATEWIDE TRAFFIC SAFETY & SIGNS, INC.**

License# 975518

4400 State Rd

Bakersfield, CA 93308

Phn 661.834.5324 * Fax 661.834.1073

PLEASE SEND REMITTANCE TO:

Statewide Traffic Safety and Signs, Inc.

P.O. Box 31001-2620

Pasadena, CA 91110-2620

CUSTOMER #: 00057

INVOICE #: 3428094112

INVOICE DATE: 06/29/18

DUE DATE: 07/29/18

OUR JOB NO.: 4T2721

BILL TO:

GRANITE CONST

PO BOX 5127

BAKERSFIELD, CA 93388

OWNER PROJ. NO. 743979

CUST. PROJ. NO. 743979

TRUXTON AVE. OPERATIONAL 743979
IMPROVEMENTS PROJECT
BAKERSFIELD, CA

RECEIVED

JUL 09 2018

GCCO ADMIN 212

DESCRIPTION	QUANTITY	PRICE	AMOUNT
06/26/18 TIC#615761 1 LANE 1 DIRECTION 2 MEN	1.00 LS	1550.000 / LS	1,550.00
06/26/18 ADDITIONAL LANE	1.00 LS	50.000 / LS	50.00
06/26/18 OVERTIME 2 MEN	7.00 HR	95.000 / HR	665.00
06/27/18 TIC#615765 1 LANE 1 DIRECTION 2 MEN	1.00 LS	1550.000 / LS	1,550.00
06/27/18 ADDITIONAL LANE	1.00 LS	50.000 / LS	50.00
07/03/18 OVERTIME 2 MEN	2.00 HR	95.000 / HR	190.00
			<hr/> 4,055.00
		NET DUE:	4,055.00

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 6/25/2018
 Date of Report: 8/22/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Excavate sewer service at Secure Care

CCO No.: 000
 Report No.: 21.3

Authorized Amount:
 Previous Expended:
 This Report: \$1,759.34
 Amount To Date: \$1,759.34
 Amount Remaining: (\$1,759.34)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
04.31368 [TRUCK]	Ford F450 Carpenters Bed [12-20]	S.T.	5	\$32.48	\$162.40
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	5	\$27.05	\$135.25
Total Cost of Equipment					= \$297.65

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Feuerhahn, Karl / Operator	S.T.	5	\$72.93	\$364.65
	Ramirez, Rene / Laborer	S.T.	5	\$58.13	\$290.65
	Roberts, Thadus / Laborer	S.T.	5	\$56.38	\$281.90
Sub-Total of Labor Cost					= \$937.20
Labor Surcharge 12 Percent					\$112.46
Subsistence No. at					\$0.00
Travel Expense No. at					\$0.00
Other					

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$0.00

TOTAL COST OF LABOR					\$1,049.66
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK					\$297.65
35 % MARKUP ON LABOR COST (SEE CONTRACT)					\$367.38
15 % MARKUP ON EQUIPMENT					\$44.65
15 % MARKUP FOR MATERIAL					\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK					\$0.00

Calcd.: _____

Chkd.: _____

Aprvd.: _____

TOTAL THIS REPORT

\$1,759.34

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. _____ Contract No. _____ Date 8 6.25.18

Description of Work Excavate dirt around sewer service

RR *[Signature]* *[Signature]* For Contractor

For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 7/11/2018

CCO No.: 000

Date of Report: 8/29/2018

Report No.: 23.1

Work Performed By: Granite Construction Company

Description Of Work: Bento Parking Lot and Alley Demo and Grading

Authorized Amount:

Previous Expended:

This Report: \$4,641.25

Amount To Date: \$4,641.25

Amount Remaining: (\$4,641.25)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
06.24629 [TRUCK]	Ford .75 Ton Pickup [06-12]	S.T.	8	\$24.98	\$199.84
30.33352R [HCECL]	JD 50G Mini Excavator [1730]	S.T.	8	\$27.05	\$216.40
08.488 [LDRRT]	Cat 950G Whl Ldr [2310]	S.T.	8	\$98.33	\$786.64
Total Cost of Equipment				=	\$1,202.88

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	Gary Crist / Operator Foreman	S.T.	8	\$58.38	\$467.04
	Karl Feuerhahn / Operator	S.T.	8	\$75.23	\$601.84
	Austin Crist / Laborer	S.T.	8	\$77.35	\$618.80
	Hernandez, Anthony / Laborer	S.T.	8	\$58.38	\$467.04
				=	\$2,154.72

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work				=	\$0.00

Labor Surcharge	12	Percent	\$258.57
Subsistence		No. at	\$0.00
Travel Expense		No. at	\$0.00
Other			

TOTAL COST OF LABOR	\$2,413.29
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$1,202.88
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$844.65
15 % MARKUP ON EQUIPMENT	\$180.43
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$4,641.25

Chkd.: _____


Aprvd.: _____

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. Job # 743979 Contract No. _____ Date 7/11/18

Description of Work Parting lot on gully way Demo/Girdling

Wm. J. Fox


For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 5/24/2018

Date of Report: 8/29/2018

Work Performed By: Granite Construction Company

Description Of Work: Fracture AC at Toe of Slope for Fill Area Near BPD

CCO No.: 000

Report No.: 25.1

Authorized Amount:

Previous Expended:

This Report: \$799.83

Amount To Date: \$799.83

Amount Remaining: (\$799.83)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
06.24628 [TRUCK]	Ford .75 Ton Pickup [06-12]	S.T.	6	\$24.98	\$149.88		Self, Justin / Laborer Foreman	S.T.	6	\$56.38	\$338.28
[AIRCP]	Air Compressor [016-025]	S.T.	6	\$16.81	\$100.86						
Total Cost of Equipment					=						\$338.28
MATERIAL AND/OR WORK DONE BY SPECIALISTS							Labor Surcharge	12	Percent		\$40.59
							Subsistence		No. at		\$0.00
							Travel Expense		No. at		\$0.00
							Other				
							TOTAL COST OF LABOR				\$378.87
							TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK				\$250.74
							35 % MARKUP ON LABOR COST (SEE CONTRACT)				\$132.61
							15 % MARKUP ON EQUIPMENT				\$37.61
							15 % MARKUP FOR MATERIAL				\$0.00
							10 % MARKUP FOR SUBCONTRACTOR WORK				\$0.00
Total Cost of Equipment and Work						=					\$0.00

Calcd.: _____

Chkd.: _____

Aprvd.: _____

TOTAL THIS REPORT


\$799.83

P.O. Box 50085, Watsonville, California 95077-5085

CCO No. Job # 743979 Contract No. _____ Date _____

Description of Work fracturing AC with Jack Hammer for Pill Area

[Handwritten signature]


For Contractor

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 5/24/2018

CCO No.: 000

Date of Report: 8/29/2018

Report No.: 26.1

Work Performed By: Granite Construction Company

Description Of Work: Stand by for Roller not used due to City Direction to change compaction method

Authorized Amount:

Previous Expended:

This Report: \$2,494.43

Amount To Date: \$2,494.43

Amount Remaining: (\$2,494.43)

EQUIPMENT

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
Total Cost of Equipment					= \$0.00

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
79063039-0001	Sunbelt Rentals Invoice 84" Smooth Drum Ride-On Roller	Week	1	\$2,169.07	\$2,169.07
Total Cost of Equipment and Work					= \$2,169.07

LABOR

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
					= \$0.00
	Labor Surcharge	12	Percent		\$0.00
	Subsistence		No. at		\$0.00
	Travel Expense		No. at		\$0.00
	Other				

TOTAL COST OF LABOR

TOTAL COST OF LABOR	\$0.00
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$2,169.07
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$0.00
15 % MARKUP ON EQUIPMENT	\$0.00
15 % MARKUP FOR MATERIAL	\$325.36
10 % MARKUP FOR SUBCONTRACTOR WORK	\$0.00

Calcd.: _____

TOTAL THIS REPORT

\$2,494.43

Chkd.: _____

Aprvd.: _____



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	79063039-0001
ACCOUNT NUMBER	85348
INVOICE DATE	5/31/18
PAGE 1	

INVOICE TO

GRANITE CONSTRUCTION CO
PO BOX 5127
BAKERSFIELD, CA 93308

JOB ADDRESS

TRUXTUN AVE, BAKERSFIELD
GRANITE CONSTRUCTION CO
TRUXTUN AVE
HWY 99
BAKERSFIELD, CA 93309
C#: 661-399-3361 J#: 661-399-3361

RECEIVED BY
CIARAMELLA, JEREME

CONTRACT NUMBER
79063039

PURCHASE ORDER NUMBER
743979

JOB NUMBER
119 GRANITE CONSTRUC

BRANCH
0663 BAKERSFIELD CA PC663

34921 PETROL ROAD
BAKERSFIELD, CA 93308
661-587-0500

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	84" SMOOTH DRUM RIDE-ON ROLLER CAB RR0220300 HR OUT: 1.000 HR IN: 1.000 Billed from 5/24/18 thru 5/30/18	450.00	450.00	1800.00	4200.00	1800.00
Rental Sub-total:						1800.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS	EA	13.500			13.50
1	CA 0.75% HEAVY EQUIP. RENTAL SURCHARGE	EA	20.400			20.40
1	DLPKSRCHG	EA	25.200			25.20
1	ENVIRONMENTAL	EA				N/C
1	ENVIRONMENTAL	EA				
1	RF	EA				
	RETURNED FULL					
	DELIVERY CHARGE					85.00
	PICKUP CHARGE					85.00
CONTINUED						

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	79063039-0001
ACCOUNT NUMBER	85348
INVOICE DATE	5/31/18
PAGE 2	

INVOICE TO

GRANITE CONSTRUCTION CO
PO BOX 5127
BAKERSFIELD, CA 93308

JOB ADDRESS

TRUXTUN AVE, BAKERSFIELD
GRANITE CONSTRUCTION CO
TRUXTUN AVE
HWY 99
BAKERSFIELD, CA 93309
C#: 661-399-3361 J#: 661-399-3361

RECEIVED BY
CIARAMELLA, JEREME

CONTRACT NUMBER
79063039

PURCHASE ORDER NUMBER
743979

JOB NUMBER
119 GRANITE CONSTRUC

BRANCH
0663 BAKERSFIELD CA PC663

34921 PETROL ROAD
BAKERSFIELD, CA 93308
661-587-0500

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

FINAL BILL: 5/24/18 07:00 AM THRU 5/30/18 05:00 PM.

2029.10

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	2029.10
TAX	139.97
INVOICE TOTAL	2169.07

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/30/2018 CCO No.: 000
 Date of Report: 10/9/2018 Report No.: 0033.1
 Work Performed By: Granite Construction Company
 Description Of Work: Grinder Rental for East Tie-In

Authorized Amount:
 Previous Expended:
 This Report: \$1,784.75
 Amount To Date: \$1,784.75
 Amount Remaining: (\$1,784.75)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
Total Cost of Equipment					=						\$0.00

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
PRI000002964	PRS - 4' Grinder Rental	DY	0.5	\$3,245.00	\$1,622.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$1,622.50

Labor Surcharge	12	Percent	\$0.00
Subsistence		No. at	\$0.00
Travel Expense		No. at	\$0.00
Other			

TOTAL COST OF LABOR	\$0.00
TOTAL COST OF EQUIPMENT, MATERIAL, AND WORK	\$1,622.50
35 % MARKUP ON LABOR COST (SEE CONTRACT)	\$0.00
15 % MARKUP ON EQUIPMENT	\$0.00
15 % MARKUP FOR MATERIAL	\$0.00
10 % MARKUP FOR SUBCONTRACTOR WORK	\$162.25

Calcd.:
 Chkd.:
 Aprvd.:

TOTAL THIS REPORT

\$1,784.75



PAVEMENT RECYCLING SYSTEMS, INC.

10240 San Sevaine Way
Jurupa Valley, CA 91752
(951) 682-1091
Fax: (951) 682-1094
www.pavementrecycling.com

To: Granite Construction Co - Bk
Attn: Accounts Payable
P.O. Box 5127
Bakersfield, CA 93308

Invoice number: PRI000002964
Invoice date: 9/1/2018
Payment terms: Net 35 days
PRS job #: PJR003279.001

Job location: EMPIRE DR & TRUXTON
Bakersfield, CA 93309
Your job #: 743979 - TRUXTON AVE OPERATIONAL
IMPROVEMENTS

EQUIPMENT RENTAL

Description	Unit price	Previous quantity	Quantity this estimate	Amount this estimate	Total amount to date
4' TRACK MILL RENTAL DAY RATE	3,245.00	0.00	1.00	3,245.00	3,245.00
MINI PLANER RENTAL 8/30/18	2,300.00	0.00	2.00	4,600.00	4,600.00
1/2 LANE MILLING MACHINE	4,320.00	0.00	4.00	17,280.00	17,280.00
Total				25,125.00	25,125.00

For your convenience, we accept the American Express® Card
and other major credit cards.

Please fill in the information below.

Account Number _____ CVC _____ Mo _____ Yr _____
Expiration Date _____
X Cardmember Signature _____ \$ Amount _____ Date _____



VISA

1. Invoice to be paid within 35 days of invoice date
2. No Retention may be withheld
3. Late charges on past due invoices will be assessed penalties at 1.5% per month of outstanding balance
4. There will be a 1% fee on all credit card payments

CA Lic. #569352 - AZ Lic. #087423 - NV Lic. #0036228

SEP 20 2018

SEP 20 2018

DAILY EXTRA WORK REPORT

Job Id: 743979 - Truxtun Ave.

Date Performed: 8/22-8/27
 Date of Report: 10/9/2018
 Work Performed By: Granite Construction Company
 Description Of Work: Stamped Concrete Color Add

CCO No.: 000
 Report No.: 0034.1

Authorized Amount:
 Previous Expended:
 This Report: \$10,570.60
 Amount To Date: \$10,570.60
 Amount Remaining: (\$10,570.60)

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
Total Cost of Equipment						=					\$0.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS						Labor Surcharge <u>12</u> Percent = \$0.00 Subsistence _____ No. at _____ \$0.00 Travel Expense _____ No. at _____ \$0.00 Other _____					
Invoice No.	Description	Quantity		Unit Cost	Extended Amounts						
		Unit	No.								
181820	Golden Empire Concrete - Tile Red Color	CY	9.5	\$69.11	\$656.56						
182236	Golden Empire Concrete - Tile Red Color	CY	19	\$69.11	\$1,313.12						
181575	Golden Empire Concrete - Tile Red Color	CY	28.5	\$69.11	\$1,969.68						
182058	Golden Empire Concrete - Tile Red Color	CY	76	\$69.11	\$5,252.48						



**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.**

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GRANITE CONSTRUCTION (BAKERSFI
P.O. BOX 5127
BAKERSFIELD, CA 93388

INVOICE

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00001016 08/22/2018 181820 1

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
6877 TRUXTUN & OAK					BAKERSFIELD			
PO NUMBER: 743979								
08/22	207-210383	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/22	207-210383	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/22	207-210383	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/22	207-210383	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/22	207-210383	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
JOB TOTAL LINE					1688.84			

PRODUCT RECAP

9.50	NCT09012	2500 PSI 5.37 SK 1AGG FA WR
1.00	555	PUBLIC WORKS DELIVERY CHARGE
1.00	530	ENVIRONMENTAL FEE
1.00	525	LOW CARBON FUEL - SURCHARGE
153.04	2019	DAVIS TILE RED 1117-3

SSC

'AUG 28 2018

TAXABLE AMOUNT	1574.68
EXEMPT AMOUNT	0.00
SALES TAX	114.16

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	1688.84
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CUSTOMER #	DATE	INVOICE NO.	PAGE
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00001016 08/27/2018 182236 1

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
8327 TRUXTUN & OAK					BAKERSFIELD			
PO NUMBER: 743979								
08/27	207-210626	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/27	207-210626	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/27	207-210626	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/27	207-210626	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/27	207-210626	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/27	207-210638	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/27	207-210638	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/27	207-210638	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/27	207-210638	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/27	207-210638	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
JOB TOTAL LINE					3377.68			

PRODUCT RECAP

19.00	NCT09012	2500 PSI 5.37 SK 1AGG FA WR
2.00	555	PUBLIC WORKS DELIVERY CHARGE
2.00	530	ENVIRONMENTAL FEE
2.00	525	LOW CARBON FUEL - SURCHARGE
306.09	2019	DAVIS TILE RED 1117-3

SSC
SEP 04 2018

TAXABLE AMOUNT	3149.36
EXEMPT AMOUNT	0.00
SALES TAX	228.32

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	3377.68
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INVOICE

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00001016 08/20/2018 181575 1

SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
5750 TRUXTUN & OAK					BAKERSFIELD			
PO NUMBER: 743979								
08/20	207-210204	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/20	207-210204	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/20	207-210204	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/20	207-210204	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/20	207-210204	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/20	207-210210	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/20	207-210210	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/20	207-210210	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/20	207-210210	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/20	207-210210	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/20	207-210232	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/20	207-210232	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/20	207-210232	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/20	207-210232	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/20	207-210232	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
JOB TOTAL LINE								5066.52

PRODUCT RECAP

28.50	NCT09012	2500 PSI 5.37 SK 1AGG FA WR
3.00	555	PUBLIC WORKS DELIVERY CHARGE
3.00	530	ENVIRONMENTAL FEE
3.00	525	LOW CARBON FUEL - SURCHARGE
459.14	2019	DAVIS TILE RED 1117-3

SSC

AUG 28 2018

TAXABLE AMOUNT	4724.04
EXEMPT AMOUNT	0.00
SALES TAX	342.48

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	5066.52
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SEP 04 2018

CUSTOMER #

DATE

INVOICE NO.

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00001016

08/24/2018

182058

1

SEND PAYMENTS TO:

**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778**

JOB NUMBER - JOB LOCATION - ADDRESS					PRICE	PER UNIT	TAX	TOTAL
DATE	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
7486 TRUXTUN & OAK					BAKERSFIELD			
PO NUMBER: 743979								
08/24	207-210486	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210486	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210486	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210486	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210486	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210487	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210487	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210487	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210487	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210487	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210496	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210496	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210496	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210496	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210496	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210497	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210497	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210497	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210497	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210497	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210499	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210499	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210499	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210499	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210499	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210504	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210504	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210504	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210504	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210504	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210538	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210538	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210538	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210538	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date.
Delinquent accounts are subject to suspension and closure without further notice. In the
event legal action is taken to collect this account, reasonable attorney's fees and costs will
be paid by the Customer.

AMOUNT DUE ►

INVOICE

**BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.**

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(818) 728-5200 • FAX (818) 986-6637

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BAKERSFIELD, CA 93388

CUSTOMER #	DATE	INVOICE NO.	PAGE
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00001016	08/24/2018	182058	2
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SEND PAYMENTS TO:
BUILDERS CONCRETE INC.
DBA GOLDEN EMPIRE CONCRETE CO.
15821 VENTURA BLVD., #475
ENCINO, CA 91436-4778

DATE	JOB NUMBER - JOB LOCATION - ADDRESS				PRICE	PER UNIT	TAX	TOTAL
	TICKET NO.	QUANTITY	UNIT	DESCRIPTION				
08/24	207-210538	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
08/24	207-210543	9.50	CY	2500 PSI 5.37 SK 1AGG F	77.000		53.03	784.53
08/24	207-210543	1.00	LD	PUBLIC WORKS DELIVERY C	200.000		14.50	214.50
08/24	207-210543	1.00	LD	ENVIRONMENTAL FEE	25.000		1.81	26.81
08/24	207-210543	1.00	LD	LOW CARBON FUEL - SURCH	6.000		0.44	6.44
08/24	207-210543	153.04	CY	DAVIS TILE RED 1117-3	4.000		44.38	656.56
JOB TOTAL LINE								13510.72

PRODUCT RECAP

76.00	NCT09012	2500 PSI 5.37 SK 1AGG FA WR
8.00	555	PUBLIC WORKS DELIVERY CHARGE
8.00	530	ENVIRONMENTAL FEE
8.00	525	LOW CARBON FUEL - SURCHARGE
1224.36	2019	DAVIS TILE RED 1117-3

TAXABLE AMOUNT	12597.44
EXEMPT AMOUNT	0.00
SALES TAX	913.28

TERMS: Net Due on Receipt. Delinquent if not paid in full within 30 days of invoice date. Delinquent accounts are subject to suspension and closure without further notice. In the event legal action is taken to collect this account, reasonable attorney's fees and costs will be paid by the Customer.

AMOUNT DUE	13510.72
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Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

 CONTRACT NO. 17-171 CHANGE ORDER NO. 20 P. O. NO. _____

 PROJECT: Truxtun Avenue Operational Improvements Project CML-5109(228)
Project No. TRWP87 FEDERAL NO. (S)

 CONTRACTOR: Granite Construction Company
 ADDRESS: 3005 James Road
Bakersfield, CA 93308

 YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
 OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

 CHANGE SUBMITTED BY: Kristina Budak, Project Manager DATE: _____
 CHANGE REQUESTED BY: Kristina Budak, Project Manager DATE: _____

EXTRA WORK AT AGREED LUMP SUM:

Item #	Item Description	Quantity		Unit Price		Total	
CN 21	HMA Oil Adjustment	1	LS	\$ 30,031.45	LS	\$ 30,031.45	

Total Estimated Change: \$ 30,031.45

Contract time will be deferred for this change.

Total Increase \$ 30,031.45

 ACCOUNT NO (S): _____ ESTIMATED COST:
 _____ INCREASE \$30,031.45
 _____ DECREASE _____

 By reason of this order the time of City Council Approval Required YES X
 completion will be adjusted as follows: Deferred NO _____

Approved As to Form: City Attorney

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 10/23/18Contractor: [Signature]Title: CONST. Mgr
BFL Arzon

Job Id: 743979 - Truxtun Ave.

CCO No.: 000

Report No.: 0032.4

Authorized Amount:

Previous Expended:

This Report: \$3,166.39

This Report:	\$3,166.39
Amount To Date:	\$3,166.39

Amount Remaining: (\$3,166.39)

Description Of Work: September Oil Index

LABOR

Aprvd.:

Job Id: 743979 - Truxtun Ave.

CCO No.: 000

Report No.: 0032.3

Authorized Amount:

Previous Expended:

This Report: \$15,098.14

Amount To Date:	\$15,098.14
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Description Of Work: August Oil Index

Amount Remaining: (\$15,098.14)

LABOR

Calcd.:

Chkd.:

Aprvd.: _____

TOTAL THIS REPORT

\$15,098.14

TOTAL THIS REPORT

Job Id: 743979 - Truxtun Ave.

CCO No.: 000Report No.: 0032.1

Authorized Amount:

Previous Expended:

This Report: \$534.13

Amount To Date: \$534.13

Amount Remaining: (\$534.13)

LABOR

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
	January Oil Index	LS	1	\$534.13	\$534.13
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work				=	\$534.13

TOTAL THIS REPORT	\$534.13
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Aprvd.: _____

Crude Oil Price Index Monthly Adjustment Calculation

(Bitumen content calculated based on **total weight of the mix (TWM)**, per the 2010 Standard Specifications and the 2010 Revised Standard Specification Sections 9-1.07B(2),(3),(4),(5)and(9). (Not for use on projects that calculate bitumen content based on weight of dry aggregate)

Supporting Document for**Change Order****EWB Rep No.** Contract: **Truxtun Ave Oper**Estimate No. Data entered by: Change Order No.: **Geo Code V050290240**Checked by: File Cat 50- File Cat 49- Select Units: **English(Tons)****Adjusted Unit Price Value "A" based on selecting English or Metric.**A = $[(lu/lb - 1.05) \times lb \times [1 + (T/100)]]$ for an increase in the crude oil price index exceeding 5%A = $[(lu/lb - 0.95) \times lb \times [1 + (T/100)]]$ for an decrease in the crude oil price index exceeding 5%**Ib: Crude Oil Index at Bid Time:****284.6**<http://www.dot.ca.gov/hq/construc/crudeoilindex/>**Bid Opening:****10.12.17**<http://www.boe.ca.gov/>**Enter Sales and use tax rate (T%):****7.25****Did contractor opt out of payment adjustment at bid time?****NO****Are binder content specifications are based on Total Wt of the Mix?****YES**Pay period from: **09/01/18** to **9/30/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages								Q	
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	TONS
	Hot Mix Asphalt	Qh	HMATT	Sep-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Sep-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Sep-2018										-
	HMA containing RAP	Qrap	HMATT	Sep-2018	816.09				4.11	4.81	85.62	4.85		33.56
	Tack coat	Qtc		Sep-2018										-
	Asphaltic emulsion	Qe	AETT	Sep-2018										-
	Slurry seal	Qss		Sep-2018										-
	Modified asphalt binder	Qmab	MABTT	Sep-2018										-
	Other materials	Qo		Sep-2018										-

lu	lb	A	Qt	PA
		\$/Ton	Tons Asphalt	\$(Qt x A)
386.80	284.60	94.35	33.56	\$3,166.39

Pay period from: **9/1/18** to **9/30/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages								Q	
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	TONS
	Hot Mix Asphalt	Qh	HMATT	Sep-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Sep-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Sep-2018										-
	HMA containing RAP	Qrap	HMATT	Sep-2018					0.00					-
	Tack coat	Qtc		Sep-2018										-
	Asphaltic emulsion	Qe	AETT	Sep-2018										-
	Slurry seal	Qss		Sep-2018										-
	Modified asphalt binder	Qmab	MABTT	Sep-2018										-
	Other materials	Qo		Sep-2018										-

This spreadsheet is to be used in accordance with the Special Provisions.

lu	lb	A	Qt	PA
		\$/Ton	Tons Asphalt	\$(Qt x A)
	284.60	(289.97)	-	\$0.00

Approved for payment by: x dateAdjustment for 9/1/2018 through 9/30/2018, 33.56 tons @ \$94.35 per ton = **\$3,166.39**Adjustment for 9/1/2018 through 9/30/2018, 0 tons @ \$-289.97 per ton = **\$0.00****Per 2010 Std Spec Section 9-1.07C, Total adjustment for Estimate No. 0****\$3,166.39**

Crude Oil Price Index Monthly Adjustment Calculation

(Bitumen content calculated based on **total weight of the mix (TWM)**, per the 2010 Standard Specifications and the 2010 Revised Standard Specification Sections 9-1.07B(2),(3),(4),(5)and(9). (Not for use on projects that calculate bitumen content based on weight of dry aggregate)

Supporting Document for**Change Order****EWB Rep No.** Contract: **Truxtun Ave Oper**Estimate No. Data entered by: Change Order No.: **Geo Code V050290240**Checked by: File Cat 50- File Cat 49- Select Units: **English(Tons)****Adjusted Unit Price Value "A" based on selecting English or Metric.**A = $[(lu/lb - 1.05)] \times lb \times [1 + (T/100)]$ for an increase in the crude oil price index exceeding 5%A = $[(lu/lb - 0.95)] \times lb \times [1 + (T/100)]$ for an decrease in the crude oil price index exceeding 5%**Ib: Crude Oil Index at Bid Time:****284.6**<http://www.dot.ca.gov/hq/construc/crudeoilindex/>**Bid Opening:****10.12.17**<http://www.boe.ca.gov/>**Enter Sales and use tax rate (T%):****7.25****Did contractor opt out of payment adjustment at bid time?****NO****Are binder content specifications are based on Total Wt of the Mix?****YES**Pay period from: **08/01/18** to **8/31/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages								Q	
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	TONS
	Hot Mix Asphalt	Qh	HMATT	Aug-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Aug-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Aug-2018										-
	HMA containing RAP	Qrap	HMATT	Aug-2018	3,146.83				4.11	4.81	85.62	4.85		129.42
	Tack coat	Qtc		Aug-2018										-
	Asphaltic emulsion	Qe	AETT	Aug-2018										-
	Slurry seal	Qss		Aug-2018										-
	Modified asphalt binder	Qmab	MABTT	Aug-2018										-
	Other materials	Qo		Aug-2018										-

lu	lb	A	Qt	PA
		\$/Ton	Tons Asphalt	\$(Qt x A)
407.60	284.60	116.66	129.42	\$15,098.14

Pay period from: **8/1/18** to **8/31/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages								Q	
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	TONS
	Hot Mix Asphalt	Qh	HMATT	Aug-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Aug-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Aug-2018										-
	HMA containing RAP	Qrap	HMATT	Aug-2018	-153.68				-4.78	-5.40	-85.72	-4.33		-7.35
	Tack coat	Qtc		Aug-2018										-
	Asphaltic emulsion	Qe	AETT	Aug-2018										-
	Slurry seal	Qss		Aug-2018										-
	Modified asphalt binder	Qmab	MABTT	Aug-2018										-
	Other materials	Qo		Aug-2018										-

lu	lb	A	Qt	PA
		\$/Ton	Tons Asphalt	\$(Qt x A)
407.60	284.60	116.66	7.35	\$857.45

Warning, check lu values. Typically they are never the same for two consecutive months
This spreadsheet is to be used in accordance with the Special Provisions.

Approved for payment by: x date

Adjustment for 8/1/2018 through 8/31/2018, 129.42 tons @ \$116.66 per ton =

\$15,098.14

Adjustment for 8/1/2018 through 8/31/2018, 7.35 tons @ \$116.66 per ton =

- \$857.45**Per 2010 Std Spec Section 9-1.07C, Total adjustment for Estimate No. 0****\$15,955.59**

Crude Oil Price Index Monthly Adjustment Calculation

(Bitumen content calculated based on **total weight of the mix (TWM)**, per the 2010 Standard Specifications and the 2010 Revised Standard Specification Sections 9-1.07B(2),(3),(4),(5)and(9). (Not for use on projects that calculate bitumen content based on weight of dry aggregate)

Supporting Document for**Change Order****EWB Rep No.**Contract: **Truxtun**Estimate No. Data entered by: Change Order No.: **Geo Code V050290240**Checked by: File Cat 50- File Cat 49- Select Units: **English(Tons)****Adjusted Unit Price Value "A" based on selecting English or Metric.**A = $[(lu/lb - 1.05)] \times lb \times [1 + (T/100)]$ for an increase in the crude oil price index exceeding 5%A = $[(lu/lb - 0.95)] \times lb \times [1 + (T/100)]$ for a decrease in the crude oil price index exceeding 5%**lb: Crude Oil Index at Bid Time:****284.6**<http://www.dot.ca.gov/hq/construc/crudeoilindex/>**Bid Opening:** **10.12.17**<http://www.boe.ca.gov/>**Enter Sales and use tax rate (T%):****7.25****Did contractor opt out of payment adjustment at bid time?****NO****Are binder content specifications are based on Total Wt of the Mix?****YES**Pay period from: **07/01/18** to **7/31/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages									Q
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	
	Hot Mix Asphalt	Qh	HMATT	Jul-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Jul-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Jul-2018										-
	HMA containing RAP	Qrap	HMATT	Jul-2018	2,421.67				4.11	4.81	85.62	4.85		99.59
	Tack coat	Qtc		Jul-2018										-
	Asphaltic emulsion	Qe	AETT	Jul-2018										-
	Slurry seal	Qss		Jul-2018										-
	Modified asphalt binder	Qmab	MABTT	Jul-2018										-
	Other materials	Qo		Jul-2018										-

lu	lb	A	Qt	PA
404.00	284.60	\$/Ton	Tons Asphalt	\$(Qt x A)
		112.79	99.59	\$11,232.76

Pay period from: **7/1/18** to **7/31/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages									Q
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	
	Hot Mix Asphalt	Qh	HMATT	Jul-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Jul-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Jul-2018										-
	HMA containing RAP	Qrap	HMATT	Jul-2018	-				0.00					-
	Tack coat	Qtc		Jul-2018										-
	Asphaltic emulsion	Qe	AETT	Jul-2018										-
	Slurry seal	Qss		Jul-2018										-
	Modified asphalt binder	Qmab	MABTT	Jul-2018										-
	Other materials	Qo		Jul-2018										-

lu	lb	A	Qt	PA
	284.60	\$/Ton	Tons Asphalt	\$(Qt x A)
		(289.97)	-	\$0.00

This spreadsheet is to be used in accordance with the Special Provisions.

Approved for payment by:

x

date

Adjustment for 7/1/2018 through 7/31/2018, 99.59 tons @ \$112.79 per ton = **\$11,232.76**Adjustment for 7/1/2018 through 7/31/2018, 0 tons @ \$-289.97 per ton = **\$0.00****Per 2010 Std Spec Section 9-1.07C, Total adjustment for Estimate No. 0****\$11,232.76**

Crude Oil Price Index Monthly Adjustment Calculation

(Bitumen content calculated based on **total weight of the mix (TWM)**, per the 2010 Standard Specifications and the 2010 Revised Standard Specification Sections 9-1.07B(2),(3),(4),(5)and(9). (Not for use on projects that calculate bitumen content based on weight of dry aggregate)

Supporting Document for**Change Order****EWB Rep No.**Contract: **Truxtun**Estimate No. Data entered by: Change Order No.: Geo Code **V050290240**Checked by: File Cat 50- File Cat 49- Select Units: **English(Tons)****Adjusted Unit Price Value "A" based on selecting English or Metric.**A = $[(lu/lb - 1.05)] \times lb \times [1 + (T/100)]$ for an increase in the crude oil price index exceeding 5%A = $[(lu/lb - 0.95)] \times lb \times [1 + (T/100)]$ for a decrease in the crude oil price index exceeding 5%**lb: Crude Oil Index at Bid Time:****284.6**<http://www.dot.ca.gov/hq/construc/crudeoilindex/>**Bid Opening:** **10.12.17**<http://www.boe.ca.gov/>**Enter Sales and use tax rate (T%):** **7.25****Did contractor opt out of payment adjustment at bid time?** **NO****Are binder content specifications are based on Total Wt of the Mix?** **YES**Pay period from: **01/01/18** to **1/31/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages									Q
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	
	Hot Mix Asphalt	Qh	HMATT	Jan-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Jan-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Jan-2018										-
	HMA containing RAP	Qrap	HMATT	Jan-2018	272.23				4.11	4.81	85.62	4.85		11.20
	Tack coat	Qtc		Jan-2018										-
	Asphaltic emulsion	Qe	AETT	Jan-2018										-
	Slurry seal	Qss		Jan-2018										-
	Modified asphalt binder	Qmab	MABTT	Jan-2018										-
	Other materials	Qo		Jan-2018										-

lu	lb	A	Qt	PA
		\$/Ton	Tons Asphalt	\$(Qt x A)
343.30	284.60	47.69	11.20	\$534.13

Pay period from: **1/1/18** to **1/31/18**

Item	Description	Symbols	Pay Month	TONS	Asphalt percentages									Q
					Xa	Xarb	Xam	Xmab	Xaa	Xta	Xnew	Xra	Xe	
	Hot Mix Asphalt	Qh	HMATT	Jan-2018										-
	Rubberized Hot Mix Asphalt	Qrh	RHMATT	Jan-2018										-
	Mod. Asphalt Binder in HMA	Qmh	MHMATT	Jan-2018										-
	HMA containing RAP	Qrap	HMATT	Jan-2018	-				0.00					-
	Tack coat	Qtc		Jan-2018										-
	Asphaltic emulsion	Qe	AETT	Jan-2018										-
	Slurry seal	Qss		Jan-2018										-
	Modified asphalt binder	Qmab	MABTT	Jan-2018										-
	Other materials	Qo		Jan-2018										-

lu	lb	A	Qt	PA
		\$/Ton	Tons Asphalt	\$(Qt x A)
	284.60	(289.97)	-	\$0.00

This spreadsheet is to be used in accordance with the Special Provisions.

Approved for payment by:x date Adjustment for 1/1/2018 through 1/31/2018, 11.2 tons @ \$47.69 per ton = **\$534.13**Adjustment for 1/1/2018 through 1/31/2018, 0 tons @ \$-289.97 per ton = **\$0.00**Per 2010 Std Spec Section 9-1.07C, Total adjustment for Estimate No. **0****\$534.13**



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements v.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/18/2018
WARD: Ward 2
SUBJECT: Contract Change Order No. 11 to Agreement No. 17-206 with Cal Prime, Inc. (\$59,130.58; revised not to exceed \$2,079,856.46), for the Westpark Street Improvements Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

Generally, the project consists of installing drainage systems, asphalt paving, and local street improvements at locations along the future Centennial Corridor between Del Rey Court and Joseph Drive. Improvements include construction of cul-de-sacs at Charter Oaks Avenue, Montclair Street, Woodlake Drive, Kensington Avenue, Hillsborough Drive, Fallbrook Street, Kentfield Drive, and Joseph Drive, as well as realigning Del Rey Court to tie into Montclair Street.

Contract Change Order No. 11 provides for extra work related to handling of existing utilities in conflict with the project. This additional work includes excavating and exposing existing utilities (buried power, phone, TV, water and gas lines) and temporarily supporting and/or relocating them in order to eliminate conflicts with the project. This additional work was not included under the original contract and was required to keep the project moving forward. This change order also includes a contract time extension of 40 working days to account for delays in the project schedule to accommodate the utility relocation work and loss of productivity. This contract change order results in a net increase of \$59,130.58.

The sum of all change orders to date on this project reflects a total cost Increase of \$212,356.46 (which results in a 11.37 percent increase to the original contract amount) as illustrated below:

Original Contract Amount	= \$ 1,867,500.00
Previous Change Orders	= \$ 153,225.88
Current Change Order No. 11	= \$ 59,130.58

Amended Contract Agreement after CCO = \$ 2,079,856.46
Net Increase to date = \$ 212,356.46

Local Transportation Development funds provide the funding source for this project; therefore, there is no impact to the General Fund.

ATTACHMENTS:

Description	Type
☐ Contract Change Order No. 11	Agreement

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1CONTRACT NO. 17-206 CHANGE ORDER NO. 11 P.O. NO. _____PROJECT: Westpark Street Improvements
TRCC27 FEDERAL NO. (S) _____CONTRACTOR: Cal Prime, Inc.
ADDRESS: 10101 Michele Ave.
Bakersfield, CA 93312YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Andres Roldan, Construction Manager, AECOM DATE: 10/17/2018
CHANGE REQUESTED BY: Andres Roldan, Construction Manager, AECOM DATE: 10/17/2018

As directed by the Engineer, and in accordance with Standard Specifications Section 4-1.05 "Changes and Extra Work", complete the additional work related to handling of existing utilities in conflict with the new storm drain and street improvements. This additional work includes excavating and exposing existing utilities (buried power, phone, TV, water and gas lines) and temporarily supporting and/or relocating them in order to eliminate the conflicts to complete the new storm drain and street work. This additional work was not included under the original contract and was required due to the utility companies not completing their utility relocations prior to the construction of the Street Improvements Project. The costs are to include all labor, equipment, materials, disposal fees and applicable taxes.

This change order also includes a contract time extension of 40 working days to account for delays to the project schedule to accommodate the utility companies relocation work within the project site.

Extra Work at Agreed Price:

For the work of handling existing utilities, the Contractor will be compensated for the Extra Work based on the Agreed Price of \$59,130.58

COST: Total cost for this CCO = \$59,130.58 (Increase)

ACCOUNT NO (S) 335-4021-825-8041
TRCC27INCREASE \$59,130.58
DECREASE \$0.00By reason of this order the time of completion will be adjusted as follows: 40 Working Days City Council Approval Required YES X
NO _____

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: 10/23/18Contractor: [Signature]Title: President



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements w.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/18/2018
WARD: Ward 5
SUBJECT: Contract Change Order No. 3 to Agreement No. 18-038 with Insituform Technologies, LLC (\$40,382.67; revised not to exceed \$2,015,369.30), for the construction of the Sewer Rehabilitation in Campus Park Area between Old River Road and Gosford Road Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

This project provides for the installation of cured-in-place-pipe (CIPP) liner within an existing 39-inch reinforced concrete pipe (RCP) host pipe located along five local streets between Old River Road and Gosford Road. Other work includes cleaning and video inspection of the 39 inch RCP sewer line and manhole rehabilitation of 17 existing manholes using epoxy spray-on liners. This project also requires a temporary sewer bypass system to allow the work to be performed.

Contract Change Order No. 3 provides for the repair of one 10 inch and one three-inch PVC yeast lines that were damaged during the emergency repair of the 30 inch sewer pipe at Harris Road and Ashe Road. The contractor has agreed to accept a lump sum of \$7,802.32 to expose the damaged PVC lines, repair the two lines, backfill, and patch back the asphalt pavement.


This change order also provides for the rehabilitation of an existing sewer manhole at the southeast corner of Harris Road at Ashe Road. During construction, the project engineer determined that this manhole was in extremely poor condition and required repair. City staff determined that the most cost effective repair would be to rehabilitate the inside surface and install a CIPP manhole liner. This rehabilitation also includes a new concrete manhole base and all necessary traffic control. The contractor has agreed to do this work for the lump sum of \$32,580.35.

The total cost increase of Contract Change Order No. 3 is \$40,382.67. The sum of all change orders to date on this project reflects a total cost increase of \$87,815.30 (resulting in a 4.6 percent increase of the original contract amount) as illustrated below:

Original Contract Amount	=	\$1,927,554.00
Amended Contract Agreement after Change Order	=	\$2,015,369.30
<i>Net Increase to date</i>	=	\$ 87,815.30

This project is funded with Sewer Enterprise funds; therefore, there is no General Fund impact.

ATTACHMENTS:

Description	Type
<div>  CCO No. 3 Sewer Rehabilitation in Campus Park Area (CIPP Liner) </div>	Agreement

ORIGINAL-CITY CLERK, WHITE-CONTRACTOR, BLUE-CONSTRUCTION, GREEN-CONTRACTOR'S INFO, YELLOW-CALTRANS, PINK ENGR., GOLD-PURCHASING

CONTRACT NO. 18-038 CHANGE ORDER NO. 3 P. O. NO. 183177

CONTRACTOR:	Insituform Technologies	N/A
ADDRESS:	10260 Matern Place	FEDERAL NO. (S)
	Santa Fe Springs, CA 90670	

NOTE: This change order is not effective until approved by City Council or City Engineer

CHANGE REQUESTED BY:	R. Voyles	SUBMITTED BY:	R. Voyles	DATE:	October 15, 2018
	Construction Superintendent		Construction Superintendent		

• Repair existing 3" and 10" PVC yeast lines, backfill and patch pavement.	=	\$7,802.32
• Pour new concrete sewer manhole base inside existing manhole, install Cured-in-Place Pipe (CIPP) Manhole Liner and furnish traffic control on southeast corner of Harris Road and Ashe Road.	=	<u>\$32,580.35</u>
		\$40,382.67

ACCOUNT NO (S)	412-4031-812-8041 E7K205 \$40,382.67		<u>ESTIMATED COST:</u>
		INCREASE	\$40,382.67
		DECREASE	

By reason of this order the time of completion will be adjusted as follows:	2 working days	City Council Approval Required	YES	XX
			NO	

Approved As to Form: CITY ATTORNEY

Approval Recommended: City Engineer Mayor

Countersigned: Finance Director _____ Date _____

Accepted, Date: 10/19/18 Contractor: [Signature] Title: Project Manager



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Agreements x.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/17/2018
WARD: Ward 1
SUBJECT: Contract Change Order No. 2 to Agreement No. 17-170 with GSE Construction (\$15,252.04; revised not to exceed \$1,709,893.04) for the Wastewater Treatment Plant No. 2 Grit Chamber and Distribution Box Concrete Repair Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

Currently, there is a construction project at Wastewater Treatment Plant No. 2 (WWTP 2) where two concrete structures (grit chamber and distribution box) are being repaired. In order to perform the scope of work, both structures required isolation. This was accomplished by the installation of a temporary bypass system that diverts wastewater flow around the two structures.

During construction it was discovered that the two decant pumps located east of the grit chamber were pumping sewage from the drying beds into the grit chamber. In order to repair and coat the grit chamber, this sewage must be diverted from the grit chamber by removing the existing 90 degree fitting and installing a fitting and hose upstream of the decant pumps that redirects the flow into a drainage inlet which conveys sewage back into the headworks.

Contract Change Order No. 2 provides for the removal of the existing 90 degree fitting, installation of the pipe fitting and hose upstream of the decant pumps and, prior to project completion, removal of the upstream fitting and hose and reinstallation of the 90 degree fitting. The contractor has agreed to do the above mentioned work for the lump sum price of \$690.04.

Also, during construction the engineer extended the upper limits of the coating application on the grit chamber wall. In order to extend the coating application, the handrails must be removed and then reinstalled after the coating application is complete. The contractor agrees to remove and reinstall the handrails in the grit chamber for the lump sum price of \$3,189.

In addition, the project's structural engineer determined that the existing concrete and reinforcing

steel on the east, north and south walls of the effluent channel outflow box were severely eroded above and slightly below the high water mark. The City requires the contractor to remove the eroded concrete until sufficient sound rebar is exposed, replace the corroded rebar using couplers to reattach to the sound rebar, sandblast and clean all exposed steel reinforcement, including couplers and concrete. After all the prep work is complete, the contractor must coat all the exposed rebar and concrete. The contractor agrees to do the above mentioned work for the lump sum price \$11,373.

The cost increase of Contract Change Order No. 2 is \$15,252.04. The sum of all change orders to date on this project reflects a total cost increase of 689,993.04 (resulting in a 67.7 percent increase to the original contract amount) as illustrated below:

Original Contract Amount	= \$1,019,900.00
Amended Contract Agreement after Change Order	= \$1,709,893.04
Net Increase to Date	= \$689,993.04

Sewer Enterprise funds provide the funding source for this project; therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description	Type
▢ Contract Change Order No. 2 WWTP 2 Grit Chamber and Distribution Box Concrete Repair	Agreement

COPY DISTRIBUTION:

ORIGINAL-CITY CLERK, WHITE-CONTRACTOR, BLUE-CONSTRUCTION, GREEN-CONTRACTOR'S INFO, YELLOW-CALTRANS, PINK ENGR., GOLD-PURCHASING

**CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT**

CONTRACT NO. 17-170 CHANGE ORDER NO. 2 P. O. NO. 181915

PROJECT: Wastewater Treatment Plant No. 2 SHEET 1 OF 1
Grit Chamber and Distribution Box Concrete Repair

CONTRACTOR: GSE Construction Company Inc. N/A
ADDRESS: 6950 Preston Avenue FEDERAL NO. (S)
Livermore, CA 94551

**YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.**

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account.
Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE REQUESTED BY: R. VOYLES SUBMITTED BY: R. VOYLES DATE: September 26, 2018
Construction Superintendent Construction Superintendent

EXTRA WORK AT AGREED LUMP SUM PRICE

- Remove existing 90 deg. fitting, install pipe fitting and hose upstream of the Decant pumps.
Remove pipe fitting and hose and re-install the 90 deg. fitting upstream of the Decant pumps. = \$690.04
- Remove and re-install the handrails in the grit chamber. = \$3,189.00
- Chip concrete behind the corroded rebar and expose to sound rebar. Remove corroded rebar,
and install new rebar and couplers. Sandblast, clean and coat all exposed rebar and concrete
in the repair area of the effluent outflow box. (RFI #4) = \$11,373.00
\$15,252.04

The Contractor agrees to accept the lump sum price of \$15,252.04 as full compensation,
including all markups, for performing the above mentioned work.

ACCOUNT NO (S) 411-4071-812-8021 E9K101 \$15,252.04

INCREASE \$15,252.04
DECREASE

By reason of this order the time of City Council Approval Required YES X
completion will be adjusted as follows: 5 Working Days NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all
equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as
full payment therefor the prices shown above.

Accepted, Date: 10/16/18 Contractor: GSE Construction

Title: Superintendent



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Property Acquisition Agreements
– TRIP y.

TO: Honorable Mayor and City Council

FROM: Nelson K. Smith, Finance Director

DATE: 10/22/2018

WARD:

SUBJECT: Agreement with Rosedale Rio Bravo Water Storage District (\$171,409.70) to purchase real property located at southeast corner of Stockdale Highway and Enos Lane for the Centennial Corridor Project.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

As part of the Thomas Road Improvement Program (TRIP), the City of Bakersfield is acquiring both full and partial portions of properties to construct the Centennial Corridor Project. The Centennial Corridor will connect the existing State Route 58 at South Real Road and State Route 99 to the Westside Parkway north of Truxtun Avenue. This acquisition consists of 5.08 acres for \$69,000. Additionally, the acquisition required Rosedale Rio Bravo Water Storage District (RRBWSD) to pay to have its existing earthen berms and appurtenances relocated to clear the right of way. These costs of \$102,409.70 are actual, reasonable, and necessary and will be reimbursed through this agreement.

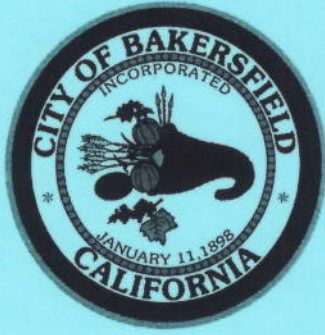
A Phase I Environmental Site Assessment report has been prepared encompassing all properties required for the Centennial Corridor project during the State-required Environmental Document process. The Planning Division completed a General Plan Review (65402) and found this acquisition consistent with the Metropolitan Bakersfield 2010 General Plan.

Funding for this purchase is budgeted in the Centennial Corridor Federal Transportation Fund and is part of the \$165 million authorized by Caltrans and appropriated by the City Council on March 5, 2014, for right of way acquisitions. Purchases under the early acquisition program were approved by Caltrans at 100 percent federal funding with no local match requirement for this phase of the project. This concept is termed by Caltrans as "toll credits." The term "toll credit" is a little confusing, because it does not refer to a toll that might be paid for crossing a bridge. It refers to an alternate definition of the word that means "to lead or attract to a desired point." Offering of toll credits allows the City to accelerate the spending of Federal dollars sooner and gets the project further along with less need of local dollars. As a result, the future construction

phase of the Centennial project will carry a higher local match percentage than it would have without the toll credits being approved. The end result is that we will still spend the same amount of federal and local dollars to project completion as we would have without toll credits, but using toll credits allows us to spend the federal money first and the local dollars later.

ATTACHMENTS:

Description		Type
▢	Blue Memo	Cover Memo
▢	Purchase Agreement	Agreement



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Nelson K. Smith, Finance Director *NS*

DATE: November 6, 2018

SUBJECT: Agenda Item # 8.y.
Agreement with Rosedale Rio Bravo Water Storage District
(\$171,409.70) to purchase real property located at southeast corner
of Stockdale Highway and Enos Lane for the Centennial Corridor
Project.

The legal description for this transaction is problematic because there are two section corners instead of the usual one. This has resulted in additional work being necessary to resolve this issue. As such we request this item be deferred to the November 28, 2018 City Council agenda.

cc: Alan Tandy – City Manager
Virginia Gennaro – City Attorney
Chris Gerry – Acting City Clerk

APN: 160-010-42
CPN: 87760
TITLE REPORT NO: 1503-5078418
PROJECT: Centennial Corridor Improvement Project
EA: 06-48460

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT is entered into this ____ day of _____, 2018 by and between the CITY OF BAKERSFIELD (hereinafter called Buyer), and ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT, A CALIFORNIA WATER STORAGE DISTRICT (hereinafter called Seller) for acquisition by Buyer of certain real property hereinafter set forth. Buyer possesses eminent domain authority and Buyer's staff will recommend the adoption of a resolution of necessity if the Parties are unable to complete a negotiated acquisition of the Property by Buyer.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement for Acquisitions of Real Property and Joint Escrow Instructions (hereinafter called Agreement), all that certain real property (hereinafter called Property) situated in the City of Bakersfield, County of Kern, State of California, and legally described and depicted in Exhibits A and B (Fee Acquisition and Temporary Construction Easement), which are attached hereto and incorporated herein by this reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of
SIXTY-NINE THOUSAND DOLLARS
(\$69,000.00)

The purchase price does not include the amount due to Seller from Buyer for the costs of relocation of existing facilities (and related costs) as describe in Paragraph 11, below.

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer, in the form set forth in Exhibit C attached hereto ("Grant Deed"), fee simple title to the Fee Acquisition free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
- b. Quasi-public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).
- c. Matters contained in the preliminary title report issued by First America Title dated April 6, 20-18.

4. TEMPORARY CONSTRUCTION EASEMENT. Seller agrees to convey to Buyer the Temporary Construction Easement ("TCE") in the form set forth in Exhibit D attached hereto ("Easement Deed"). The term of the temporary construction easement described is for a period of 48 months, commencing on December 1, 2018 and shall terminate 48 months thereafter. At least 48 hours advanced written notice will be given before any entry on Grantor's property.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of the grant deed to Buyer, provide Buyer with ALTA American Land Title Association Policy of Title Insurance in the amount of \$69,000.00 issued by First American Title showing the title to the property vested in Buyer, subject only to the exceptions set forth in Paragraph 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer

agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

7. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

a. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to and in accordance with the terms of this Agreement;

b. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except prepayment penalty (if any);

c. Pay and charge Buyer for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconveyances of deeds of trust or release or mortgage by Buyer;

d. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;

e. Disburse funds and deliver deed(s) when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

8. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

9. TAX EXEMPT AGENCY: All parties hereto acknowledge that the buyer is public entity and exempt from

payment of any real property taxes. Therefore, Seller acknowledges that they are solely responsible for payment of any/all real property taxes due through the date of close of escrow, including any pending supplemental bills.

In the event that the current year's property tax bill has been issued at the time of close of escrow, escrow holder is authorized and instructed to pay and/all installments, currently due, along with any delinquencies. Escrow holder is instructed to NOT prorate said taxes. Any potential refund due to the seller, for partial tax period ownership, will be at the sole discretion of the Kern County Tax Collector and be refunded by the County as per their guidelines. Buyer and Escrow holder are not responsible for same.

In the event the close of escrow occurs after July 1 and before the new tax bill has been issued, Escrow holder is authorized and instructed to prorate taxes based on the last available tax bill and forward the prorated amount to the Buyer at close of escrow. Buyer will accept responsibility to forward said proration's to the Kern County Tax Collector once the bills are created. Seller herein agrees to forward to Buyer any tax bills they receive from the County of Kern.

10. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement (Purchase Price per Paragraph 2, and Curative Costs per Paragraph 11) constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the subject Property or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of this subject Property and construction of the project for which the Property is acquired. Seller and Buyer, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.

11. CONSTRUCTION CONTRACT AND CURATIVE WORK. It is understood and agreed by and between the parties hereto that, in addition to the purchase price paid to Seller through this Agreement, Buyer shall deposit into escrow an amount sufficient to reimburse Seller costs to remove, relocate, reconstruct, and/or refurbish existing levees on the Property, which was performed under contract and paid by Seller. Said amount shall be paid to Seller by Escrow Agency at the close of escrow. The amount due Seller for such costs is as follows:

ONE-HUNDRED-TWO-THOUSAND-FOUR-HUNDRED-NINE DOLLARS AND 70/100 CENTS
(\$102,409.70)

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, the right to enter upon the Property upon forty-eight (48) hours prior written notice to make necessary and reasonable inspections. Such inspections may include predemolition asbestos and lead-based paint testing. If the Property is being rented, Seller will coordinate with tenants on the Property, notifying of them such inspections. Buyer and Seller will cooperate to assure that Buyer's exercise of this right-of-entry respects the rights of any tenants to the quiet enjoyment of the Property.

13. POSSESSION. Buyer shall be entitled to possession of the Property immediately upon Close of Escrow.

14. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month.

15. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated

settlement in lieu of condemnation. Seller acknowledges that the sums received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

16. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
- d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- f. Seller warrants and represents that they are the sole owners, in fee simple, of and have the right and legal ability to transfer said property to the Buyer as set forth in this Agreement

17. HAZARDOUS WASTE. To the best of Seller's actual knowledge, with no obligation or duty of investigation or inquiry, Seller has not used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not until the close of escrow cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation

and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's actual knowledge, with no obligation or duty of investigation or inquiry, the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

MUTUAL INDEMNITY. Buyer shall indemnify, defend, and hold harmless Seller and Seller's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Buyer or Buyer's employees, agents, independent contractors, companies, or subcontractors use of the Property. Seller shall indemnify, defend, and hold harmless Buyer and Buyer's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Seller or Seller's employees, agents, independent contractors, companies, or subcontractors use of the Property or Seller's remaining property.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.

20. BROKERS AND FINDERS. The parties acknowledge and represent that Buyer shall pay no commission to any broker or finder in connection with the purchase and sale of the Property.

21. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Kern County, unless venue is changed in accordance with the California Code of Civil Procedure.

22. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.

23. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent

breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

MAILING ADDRESS OF SELLER

P.O. Box 867
Bakersfield, CA 93302

MAILING ADDRESS OF BUYER

1600 Truxtun Avenue, 2nd Floor
Bakersfield, CA 93301

BUYER:
CITY OF BAKERSFIELD

SELLER:
ROSEDALE- RIO BRAVO WATER
STORAGE DISTRICT, A CALIFORNIA
WATER STORAGE DISTRICT

By: _____
KAREN GOH
Mayor

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

APPROVED AS TO CONTENT:

By: _____
ANDREW HEGLUND
Deputy City Attorney

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
NELSON K. SMITH
Finance Director

Attachments: Exhibit A – Legal Description and Depiction of Fee Acquisition
Exhibit B – Legal Description and Depiction of Temporary Construction Easement
Exhibit C – Fee Acquisition Grant Deed
Exhibit D – TCE Grant Deed

EXHIBIT A

EXHIBIT "A1" LEGAL DESCRIPTION

CALTRANS PARCEL NO. 87760-1

FEE ACQUISITION

APN 160-010-42

THAT PORTION OF LAND AS DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED JULY 24, 1989 AS DOCUMENT NUMBER 010453, FILED IN BOOK 5267, PAGE 1881, OFFICIAL RECORDS OF KERN COUNTY, LOCATED IN THE NORTHWEST CORNER OF SECTION ONE, TOWNSHIP 30 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE UNINCORPORATED TERRITORY OF KERN COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE NORTHWESTERLY CORNER OF SAID SECTION 1, DESIGNATED AS POINT NUMBER 1110, AS SHOWN ON RECORD OF SURVEY NO. 3588, FILED IN BOOK 30, PAGE 194, OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE, ALONG THE NORTHERLY LINE OF SAID SECTION 1, SOUTH 88°56'01" EAST, 913.84 FEET;

THENCE, DEPARTING SAID NORTHERLY LINE, SOUTH 01°03'59" WEST, 53.46 FEET;

THENCE, SOUTH 83°06'24" WEST, 490.45 FEET;

THENCE, SOUTH 43°23'57" WEST, 512.15 FEET;

THENCE, SOUTH 08°00'47" WEST 72.93 FEET;

THENCE, SOUTH 01°35'17" WEST 60.48 FEET;

THENCE, SOUTH 03°39'35" WEST 83.08 FEET;

THENCE, SOUTH 03°49'54" WEST 131.20 FEET;

THENCE, SOUTH 07°22'42" WEST 55.86 FEET TO THE EASTERLY LINE OF STATE ROUTE 43;

THENCE, NORTH 88°45'06" WEST 60.26 FEET TO THE WESTERLY LINE OF SAID SECTION 1;


THENCE, ALONG SAID WESTERLY LINE NORTH 01°14'54" EAST 907.24 FEET TO THE **POINT OF BEGINNING**, CONTAINING 5.08 ACRES OR 221,129 SQUARE FEET, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ADJUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO THE FREEWAY.

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) 2004.00 EPOCH, CALIFORNIA COORDINATE SYSTEM, ZONE 5. ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE AVERAGE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:


LINWOOD A. CARLETON, JR., P.L.S.
P.L.S. #6594, EXP. 12-31-19

10-16-18
DATE



EXHIBIT A2

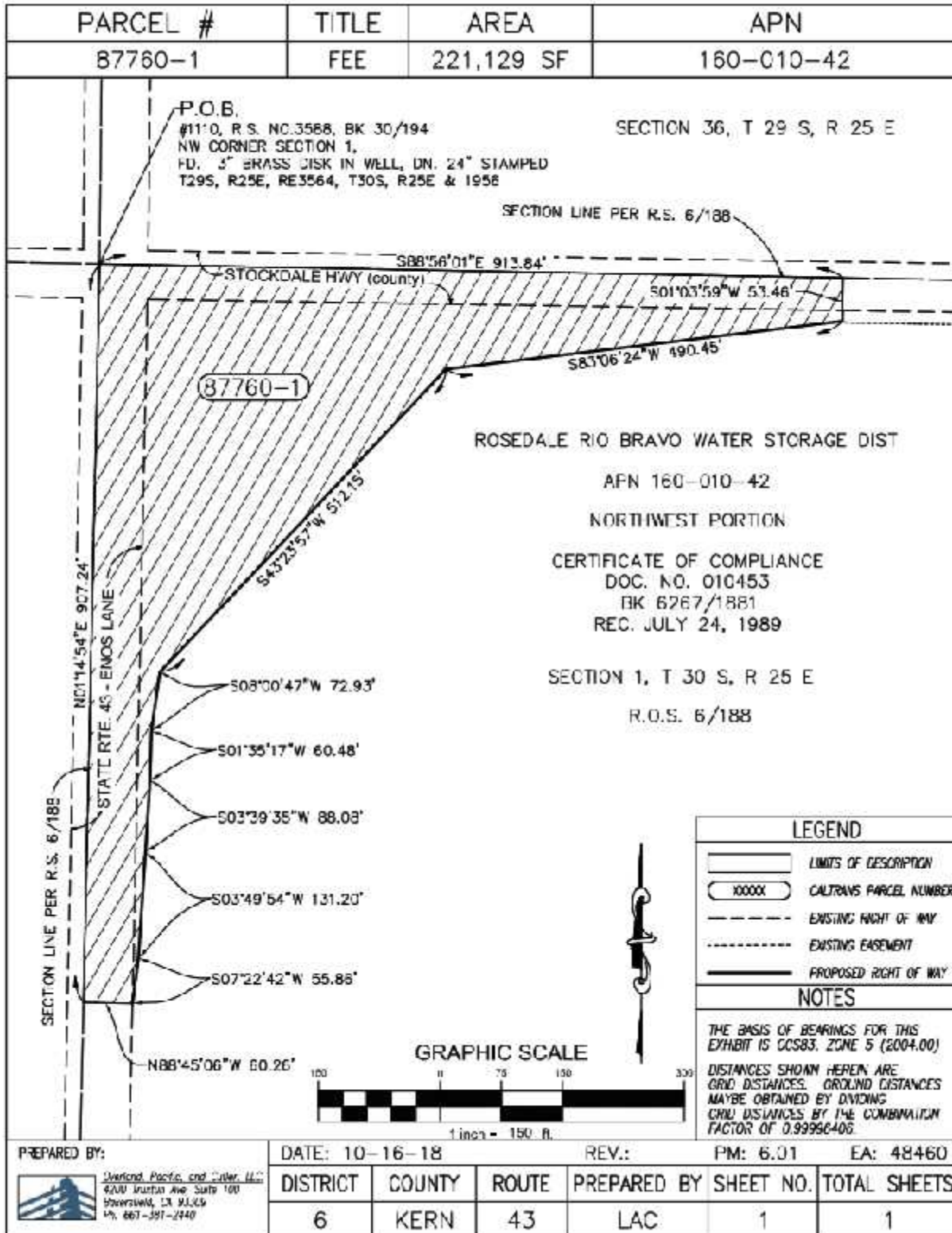


EXHIBIT B

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 87760-2

Acquisition: Temporary Construction Easement

APN 160-010-42

That portion of land as described in Certificate of Compliance recorded July 24, 1989 as Document No. 010453, filed in Book 6267, page 1881, Official Records of Kern County, located in the northwest quarter of Section 1, Township 30 South, Range 25 East, Mount Diablo Base and Meridian, in the Unincorporated Territory of Kern County, State of California, more particularly described as follows:

Commencing at the northwesterly corner of Section 1 as shown as Pt. No. 1110 on Record of Survey No. 3588, filed in Book 30, page 194, of Surveys, Records of said County;

Thence along the northerly line of said Section 1 South $88^{\circ}56'01''$ East 59.62 feet;

Thence South $01^{\circ}03'59''$ West 42.54 feet to the southerly line of Stockdale Highway (30.00 foot half width as measured from the pre 1955 section line) as shown on County Road Map No. 696 filed in said County;

Thence along said southerly line South $89^{\circ}05'01''$ East 117.34 feet;

Thence South $00^{\circ}54'59''$ West 251.03 feet to the **Point of Beginning**;

Thence North $90^{\circ}00'00''$ West 34.86 feet;

Thence South $17^{\circ}11'03''$ West 67.40 feet to the beginning of a non-tangent curve, concave southeasterly having a radius of 173.00 feet, a line radial to said beginning bears North $62^{\circ}44'09''$ West;

Thence northeasterly along said curve an arc length of 44.88 feet, through a central angle of $14^{\circ}51'53''$;

Thence North $46^{\circ}43'01''$ East 40.24 feet to the **Point of Beginning**.

The above described parcel contains 891 square feet more or less.

The Basis of Bearings for this survey are based upon the North American Datum of 1983 (NAD83) of the California Coordinate System of 1983 (CCS83), Zone V, 2004.00 Epoch.

This legal description is not intended for use in the division and or conveyance of land in violation of the subdivision map act of the State of California.

See plat attached hereto as Exhibit 'A2' and by this reference made a part hereof.

Prepared under the direction of:


Tim Garcia, PLS No. 9146

2/14/18
Date:



EXHIBIT 'A2'

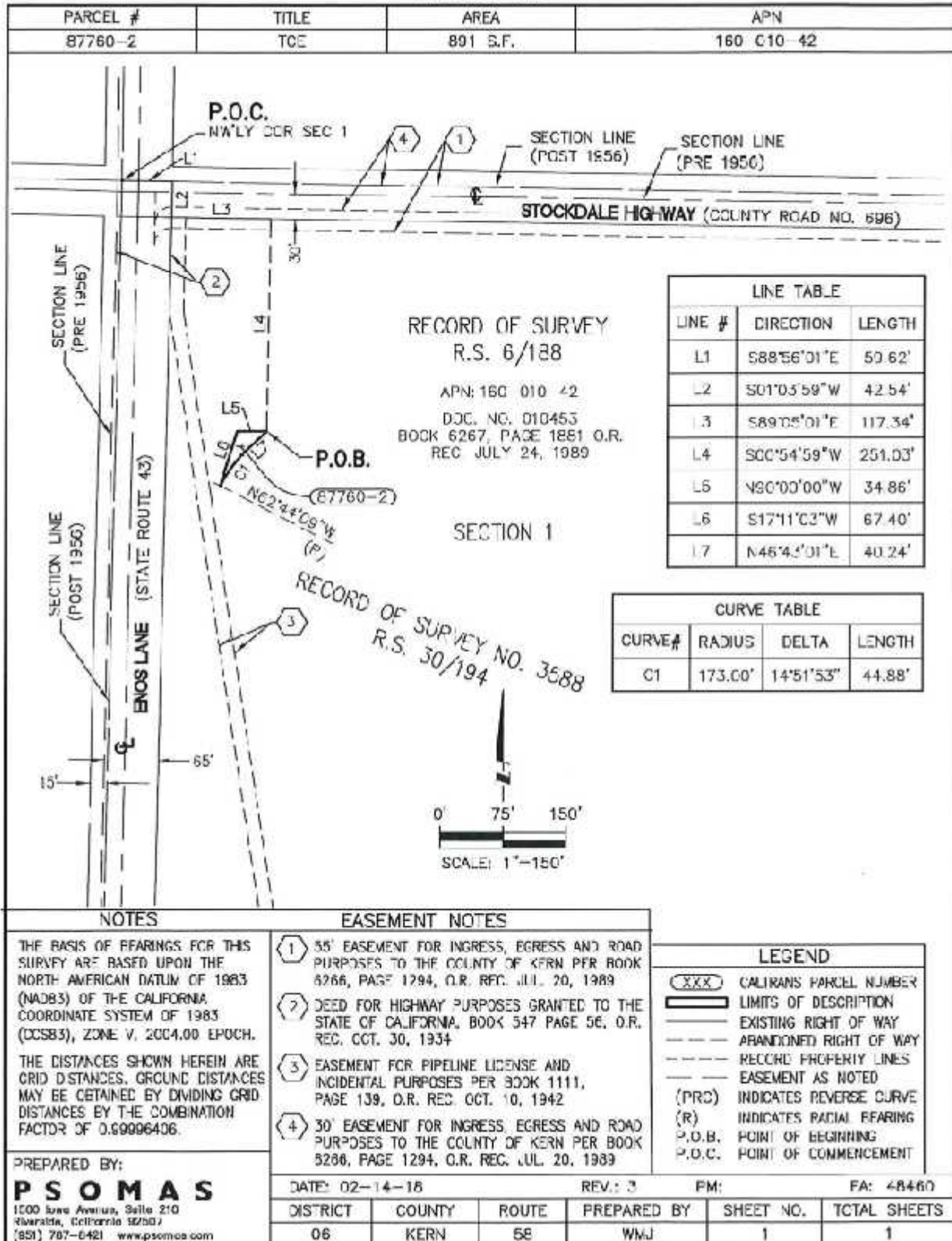


EXHIBIT C

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF AND
WHEN RECORDED MAIL TO:

City of Bakersfield
Attn: City Clerk
1600 Truxtun Avenue
Bakersfield, CA 93301

APN: 160-010-42

No recording fee required:
Exempt pursuant to Code 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER TAX IS: \$ 0 County 0 City 0

 Computed on the consideration or value of property conveyed;

 Computed on the consideration or value less encumbrance remaining at time of sale.

 X Grantee is Exempt Gov't Agency (Gov't Code Sec. 27383)

District	County	Route	Post	EA	Number
6	Kern	58/99	T31.7 / R55.4	EA- 06- 48460	87760

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT, A CALIFORNIA WATER STORAGE DISTRICT**, "Grantor" hereby grants and conveys to **CITY OF BAKERSFIELD, a municipal corporation** "Grantee", all of Grantor's right, title and interest in and to that real property in the City of Bakersfield, County of Kern, State of California more particularly described and depicted as:

SEE EXHIBIT "A1" and "A2" ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

Dated: _____, 2018

GRANTOR:
ROSEDALE - RIO BRAVO WATER STORAGE
DISTRICT, A CALIFORNIA WATER STORAGE
DISTRICT

BY:

NAME:

ITS:

ACKNOWLEDGEMENT

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

STATE OF _____
COUNTY OF _____ }

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

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

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the **GRANT DEED**, dated _____ from, **ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT, A CALIFORNIA WATER STORAGE DISTRICT**, Grantor, to City of Bakersfield, Grantee, a municipal corporation and governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City of Bakersfield, pursuant to authority conferred by City Council Resolution No. 52-96, adopted on May 8, 1996, and the Grantee, by its duly authorized officer, consents to recordation thereof.

DATED: _____

By _____

NICK FIDLER
PUBLIC WORKS DIRECTOR
City of Bakersfield, California

EXHIBIT "A1"
LEGAL DESCRIPTION

CALTRANS PARCEL NO. 87760-1

FEE ACQUISITION

APN 160-010-42

THAT PORTION OF LAND AS DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED JULY 24, 1989 AS DOCUMENT NUMBER 010453, FILED IN BOOK 5267, PAGE 1881, OFFICIAL RECORDS OF KERN COUNTY, LOCATED IN THE NORTHWEST CORNER OF SECTION ONE, TOWNSHIP 30 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE UNINCORPORATED TERRITORY OF KERN COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING (POB) AT THE NORTHWESTERLY CORNER OF SAID SECTION 1, DESIGNATED AS POINT NUMBER 1110, AS SHOWN ON RECORD OF SURVEY NO. 3588, FILED IN BOOK 30, PAGE 194, OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE, ALONG THE NORTHERLY LINE OF SAID SECTION 1, SOUTH 88°56'01" EAST, 913.84 FEET;

THENCE, DEPARTING SAID NORTHERLY LINE, SOUTH 01°03'59" WEST, 53.46 FEET;

THENCE, SOUTH 83°06' 24" WEST, 490.45 FEET;

THENCE, SOUTH 43°23'57" WEST, 512.15 FEET;

THENCE, SOUTH 08°00'47" WEST 72.93 FEET;

THENCE, SOUTH 01°35'17" WEST 60.48 FEET;

THENCE, SOUTH 03°39'35" WEST 83.08 FEET;

THENCE, SOUTH 03°49' 54" WEST 131.20 FEET;

THENCE, SOUTH 07°22'42" WEST 55.86 FEET TO THE EASTERLY LINE OF STATE ROUTE 43;

THENCE, NORTH 88°45'06" WEST 60.26 FEET TO THE WESTERLY LINE OF SAID SECTION 1;


THENCE, ALONG SAID WESTERLY LINE NORTH 01°14'54" EAST 907.24 FEET TO THE **POINT OF BEGINNING**; CONTAINING 5.08 ACRES OR 221,129 SQUARE FEET, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ADJUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO THE FREEWAY.

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) 2004.00 EPOCH, CALIFORNIA COORDINATE SYSTEM, ZONE 5. ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE AVERAGE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:


LINWOOD A. CARLETON, JR., P.L.S.
P.L.S. #6594, EXP. 12-31-19

10-16-18
DATE



EXHIBIT A2

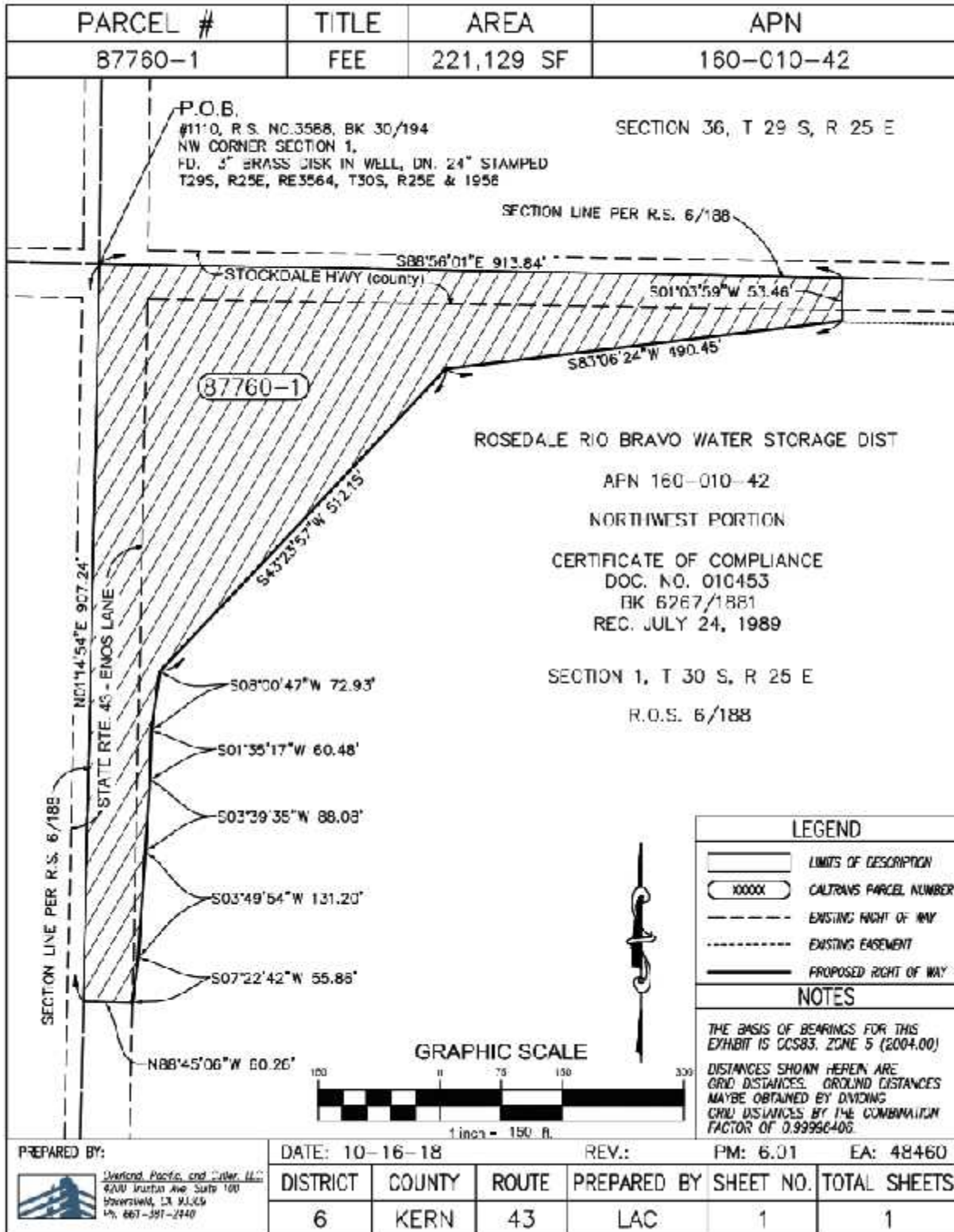


EXHIBIT D

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF AND
WHEN RECORDED MAIL TO:

City of Bakersfield
Attn: City Clerk
1600 Truxtun Avenue
Bakersfield, CA 93301

APN: 160-010-42

No recording fee required:
Exempt pursuant to Code 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT (Temporary Construction Easement)

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER TAX IS: \$0 County \$0 City \$0
____ Computed on the consideration or value of property conveyed;
____ Computed on the consideration or value less encumbrance remaining at time of sale.
X Grantee is Exempt Gov't Agency (Gov't Code Sec. 27383)

District	County	Route	Post	EA	Number
6	Kern	58/99	T31.7 / R55.4	EA-06- 48460	87760

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ROSEDALE – RIO BRAVO WATER STORAGE DISTRICT, A CALIFORNIA WATER STORAGE DISTRICT**, “Grantor” hereby grants to **CITY OF BAKERSFIELD, a municipal corporation** “Grantee”, its agents, representatives, successors and assigns, a temporary and non-exclusive construction easement over, on, under, in, across, along and through that portion of Grantor's Property more particularly described in Exhibit “A1” and depicted in Exhibit “A2” attached hereto and made a part hereof (“**Easement Area**”), for the purpose of all reasonably necessary and convenient activities associated with construction of the Centennial Corridor Improvement Project (“**Project**”).

The term of the temporary construction easement described herein is for a period forty-eight (48) months, commencing on December 1, 2018 and terminating on December 1, 2022 (“Termination Date”). At least 48-hours advance written notice shall be given before any entry on Grantor's property.

DATED: _____, 201__

GRANTOR:

ROSEDALE – RIO BRAVO WATER STORAGE DISTRICT,
A CALIFORNIA WATER STORAGE DISTRICT

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the **TEMPORARY CONSTRUCTION EASEMENT**, dated _____ from **ROSEDALE – RIO BRAVO WATER STORAGE DISTRICT, A CALIFORNIA WATER STORAGE DISTRICT**, Grantor, to the City of Bakersfield, Grantee, a municipal corporation and governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City of Bakersfield, pursuant to authority conferred by City Council Resolution No. 52-96, adopted on May 8, 1996, and the Grantee, by its duly authorized officer, consents to recordation thereof.

DATED: _____

By _____
NICK FIDLER
PUBLIC WORKS DIRECTOR
City of Bakersfield, California

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 87760-2

Acquisition: Temporary Construction Easement

APN 160-010-42

That portion of land as described in Certificate of Compliance recorded July 24, 1989 as Document No. 010453, filed in Book 6267, page 1881, Official Records of Kern County, located in the northwest quarter of Section 1, Township 30 South, Range 25 East, Mount Diablo Base and Meridian, in the Unincorporated Territory of Kern County, State of California, more particularly described as follows:

Commencing at the northwesterly corner of Section 1 as shown as Pt. No. 1110 on Record of Survey No. 3588, filed in Book 30, page 194, of Surveys, Records of said County;

Thence along the northerly line of said Section 1 South $88^{\circ}56'01''$ East 59.62 feet;

Thence South $01^{\circ}03'59''$ West 42.54 feet to the southerly line of Stockdale Highway (30.00 foot half width as measured from the pre 1955 section line) as shown on County Road Map No. 696 filed in said County;

Thence along said southerly line South $89^{\circ}05'01''$ East 117.34 feet;

Thence South $00^{\circ}54'59''$ West 251.03 feet to the **Point of Beginning**;

Thence North $90^{\circ}00'00''$ West 34.86 feet;

Thence South $17^{\circ}11'03''$ West 67.40 feet to the beginning of a non-tangent curve, concave southeasterly having a radius of 173.00 feet, a line radial to said beginning bears North $62^{\circ}44'09''$ West;

Thence northeasterly along said curve an arc length of 44.88 feet, through a central angle of $14^{\circ}51'53''$;

Thence North $46^{\circ}43'01''$ East 40.24 feet to the **Point of Beginning**.

The above described parcel contains 891 square feet more or less.

The Basis of Bearings for this survey are based upon the North American Datum of 1983 (NAD83) of the California Coordinate System of 1983 (CCS83), Zone V, 2004.00 Epoch.

This legal description is not intended for use in the division and or conveyance of land in violation of the subdivision map act of the State of California.

See plat attached hereto as Exhibit 'A2' and by this reference made a part hereof.

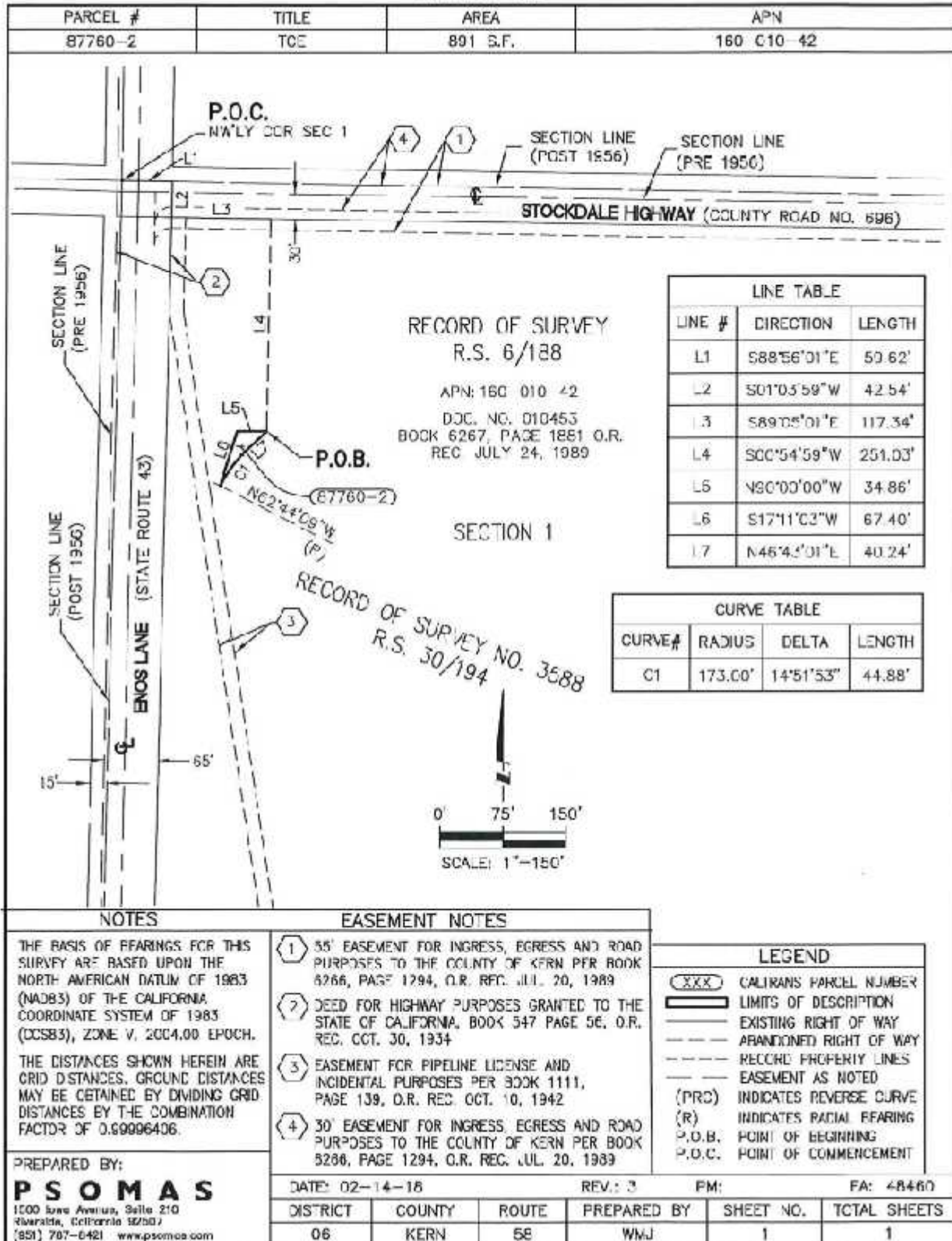
Prepared under the direction of:


Tim Garcia, PLS No. 9146

2/14/18
Date:



EXHIBIT 'A2'





ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Property Acquisition Agreements
– TRIP z.

TO: Honorable Mayor and City Council
FROM: Nelson K. Smith, Finance Director
DATE: 10/22/2018
WARD: Ward 2
SUBJECT: Relocation of billboard signs relating to the Centennial Corridor Project:

1. Amendment No. 2 to Agreement No. 13-212 with Lamar Central Outdoor, LLC., to revise commencement date of lease at 3845 and 3857 Stockdale Highway.
2. Amendment No. 3 to Agreement No. 13-211 with Lamar Central Outdoor, LLC., to revise the timing of the relocation of the billboard signs.

STAFF RECOMMENDATION:

Staff recommends approval of the amendments

BACKGROUND:

The City previously displaced two Lamar billboard signs as part of the Hosking Interchange Project. As a result, the City and Lamar entered into two agreements: Agreement No. 13-211 relates to the costs associated with relocating the signs, and Agreement No. 13-212 relates to leasing City-owned land for the replacement site for one of the two signs. One of those two signs was relocated to the new TrILERmart location on Silver Dollar Way.

Subsequently, on December 14, 2016, Agreement No. 13-211 was amended to change to location of the replacement site for the second sign from the Berkshire site to the Mt. Vernon site.

On January 10, 2018, Agreement No. 13-211 was amended a second time to change the location and to revise the relocation costs to include a second billboard sign at 3847 Stockdale Highway that was being displaced as a result of the Centennial Corridor Project. The relocation sites of the signs are 3845 and 3857 Stockdale Highway, which are on either side of the new freeway.

To facilitate the construction of the new freeway Lamar has agreed to defer construction of the new signs until after the adjacent freeway structure is completed as reflected in the attached

amendments.

This project is funded by the federal funds for the Centennial right of way acquisition; therefore, there is no General Fund impact associated with these sign relocations.

ATTACHMENTS:

Description	Type
▣ Amend No 3 to Agrmt No. 13-211	Agreement
▣ Amend No 2 to Agrmt No 13-212	Agreement

AGREEMENT NO. 13-211(3)

**AMENDMENT NO. 3 TO
BILLBOARD RELOCATION AGREEMENT NO. 13-211**

THIS AMENDMENT NO. 3 TO BILLBOARD RELOCATION AGREEMENT NO. 13-211 ("Amendment") is entered _____, (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a California Charter City and municipal corporation ("CITY"), and **LAMAR CENTRAL OUTDOOR, LLC**, a Delaware limited liability company ("LAMAR"). Hereafter CITY and LAMAR are sometimes referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, CITY and LAMAR entered into that certain Billboard Relocation Agreement No. 13-211 dated December 11, 2013 ("Billboard Agreement"); and

WHEREAS, CITY and LAMAR agreed to amend Agreement No. 13-211 on December 14, 2016 to change the location of the Berkshire Site to the Mt. Vernon Site; and

WHEREAS, LAMAR was unable to obtain Caltrans approval for the Mt. Vernon Site so the CITY and LAMAR have agreed to relocate the Mt. Vernon Site to 3845 Stockdale Highway, known herein as the "Stockdale East Site"; and

WHEREAS, CITY is constructing the Centennial Corridor Project and will cause another LAMAR billboard sign located at 3847 Stockdale Highway to be relocated to 3857 Stockdale Highway, known herein as the "Stockdale West Site"; and

WHEREAS, CITY and LAMAR agreed to amend Agreement 13-211 on January 10, 2018 to provide replacement sites for both signs; and

WHEREAS, CITY and LAMAR have agreed that it would be mutually beneficial to defer the construction of the signs until after the construction of the Centennial Corridor, and;

WHEREAS, except as otherwise set forth in this Amendment, all capitalized terms shall have the same meanings as attributed to those terms in the Billboard Agreement. In addition, all references in this Amendment to the Billboard Agreement shall be deemed to be references to the Billboard Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. **RELOCATION SITES.** Section 5.b. of the Billboard Agreement is hereby deleted in its entirety and amended and restated as follows:

5. RELOCATION SITES.

b. LAMAR will relocate the double sided billboard formerly on the TrILERmart Site to the Stockdale Highway East Site and the double sided billboard currently located at 3847 Stockdale Highway to the Stockdale West Site upon completion of the Centennial Corridor adjacent to those locations.

2. **Amendment.** In the event of any inconsistency between the provisions of this Amendment and the provisions of the Billboard Agreement, the provisions of this Amendment shall control. The Billboard Agreement continues in full force and effect as amended by this Amendment.

3. **Counterparts.** This Amendment may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date set forth above.

"CITY"
CITY OF BAKERSFIELD

"LAMAR"
LAMAR CENTRAL OUTDOOR, LLC.

By: _____
KAREN GOH, Mayor

By:  _____
JEFF BERRY, Vice President &
General Manager

(More signatures on following page)

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By: _____
NELSON K. SMITH
Finance Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance: _____

AGREEMENT NO. 13-212(2)

AMENDMENT NO. 2 TO AGREEMENT NO. 13-212

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 13-212 ("Amendment") is entered _____, (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a California Charter City and municipal corporation ("CITY"), and **LAMAR CENTRAL OUTDOOR, LLC**, a Delaware limited liability company ("LAMAR"). Hereafter CITY and LAMAR are sometimes referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, CITY and LAMAR entered into that certain Agreement No. 13-212 dated December 11, 2013 ("Agreement") to lease land for billboard signs ("Replacement Signs") that were displaced by CITY's projects; and

WHEREAS, CITY and LAMAR entered into that certain Amendment No. 1 to Agreement No. 13-212 dated January 10, 2018 to change the relocation sites ("Agreement"); and

WHEREAS, CITY and LAMAR have agreed that it would be mutually beneficial to defer the construction of the Replacement Signs until after the construction of the Centennial Corridor, and;

WHEREAS, except as otherwise set forth in this Amendment, all capitalized terms shall have the same meanings as attributed to those terms in the Agreement. In addition, all references in this Amendment to the Agreement shall be deemed to be references to the Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. TERM. Section 2. of the Agreement No. 13-212 is hereby deleted in its entirety and amended and restated as follows:

2. TERM/EFFECTIVE DATE. The term of this Lease is fifteen (15) years, commencing on the first day of month after completion of construction of the Replacement Signs and terminating on the

last day of the month fifteen (15) years later, unless sooner terminated as provided in this Lease. The first day of the month following completion of the replacement signs shall be deemed the "Effective Date" of this Lease.

2.1 SUBSEQUENT TERMS. After the expiration of the original term of this agreement, it shall continue from year to year unless either party shall give the other party written notice of nonrenewal at least sixty (60) days prior to the expiration of the then current term.

2.2 EARLY TERMINATION. LAMAR may terminate this lease upon giving thirty (30) days written notice in the event that either Replacement Sign becomes economically or otherwise undesirable.

2.3 RESTORATION UPON TERMINATION. At the termination of this lease, LAMAR agrees to restore the premises to its original condition.

2. RENT. Section 3. of the Agreement No. 13-212 is hereby deleted in its entirety and amended and restated as follows:

3. RENT. Payment of rent shall be made to CITY at its address stated herein or to other such persons or place as CITY may designate in writing.

3.1 Failure to pay rent. Failure to pay rent when due shall be a material breach of this Lease.

3.2. Base Rent. LAMAR shall pay rent to CITY in advance as follows: \$25,500.00 per year. The rent shall be paid to:

City of Bakersfield
Finance Department
1600 Truxtun Avenue, Suite 200
Bakersfield, CA 93301

The first payment of rent shall be due on the first day of the month following completion of construction of the replacement billboards.

3. **Amendment.** In the event of any inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. The Agreement continues in full force and effect as amended by this Amendment.

4. **Counterparts.** This Amendment may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date set forth above.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

"LAMAR"
LAMAR CENTRAL OUTDOOR, LLC.

By:  _____
JEFF BERRY, Vice President &
General Manager

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By: _____
NELSON K. SMITH
Finance Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance: _____



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids aa.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/31/2018
WARD: Ward(s) 2, 6
SUBJECT: Bakersfield Freeway Connector Project:

1. Accept the bid and award the contract with Security Paving Company (\$48,586,395.00) to construct said project.
2. Construction management agreement with AECOM (not to exceed \$4,500,068.00), for construction management services.
3. Amendment No. 6 to Agreement 14-288 with Parsons Transportation Group (\$418,000.00; revised not to exceed \$35,496,998.00) for support services during construction.

STAFF RECOMMENDATION:

Staff recommends acceptance of the low bid, approval of the construction contract and the amendment.

BACKGROUND:

The Bakersfield Freeway Connector Project consists generally of: improvements along westbound SR-58 and southbound SR-99. The improvements include additional auxiliary lane on westbound SR-58, realignment of the westbound SR-58 to southbound SR-99 connector, construction of a branch connector for SR-58 to southbound SR-99 and construction of a collector distributor along southbound SR-99 for the Ming Ave off-ramps. City staff recommends approval of the following three items associated with the project.

Item #1:

On October 25, 2018, five bids were received, all of which are acceptable. Those bids include:

Security Paving Company, Inc. 13170 Telfair Avenue Sylmar, CA 91342	Bid: \$48,586,395.00
---	----------------------

Granite Construction Company 585 West Beach Street	Bid: \$49,866,584.50
---	----------------------

Watsonville, CA 95076

C.A. Rasmussen, Inc.
28548 Livingstone Ave
Valencia, CA 91355

Bid: \$52,546,169.70

OHL USA, Inc.
1920 Main Street, Suite 310
Irvine, CA 92614

Bid: \$64,259,883.20

Myers & Sons Construction
4600 Northgate Blvd, Suite 100
Sacramento, CA 95834

Bid: \$64,488,571.00

City staff recommends awarding this construction contract to Security Paving Construction Company in the amount of \$48,586,395.00 for the construction of the Bakersfield Freeway Connector Project.

Item #2:

City staff issued a request for qualifications/request for proposals (RFQ/RFP) for construction management services for the Centennial Corridor Project (various phases). The following three firms responded to this RFQ/RFP:

- AECOM
- NV5, Inc.
- WSP USA, Inc. (formerly Parsons Brinkerhoff)

The selection committee invited all three firms to interview with the committee. Based on the rankings of the proposals and the interviews, AECOM, was selected as the most qualified to provide construction management services for this Project. After AECOM was selected, its cost for providing these services was then negotiated by City staff. Staff recommends approval of this agreement.

Item #3:

Amendment No. 6 for Parsons Transportation Group provides compensation for support services required during construction and close-out documentation for the project. The City negotiated the cost for construction support services with the design consultant during negotiations of the original design contract, but this work was not to be awarded until construction was to begin. City staff concurs with the amount and recommends approval of the amendment to Agreement 14-288 for these support services in the amount of \$418,000.00.

This project is funded with 50 percent Trade Corridor Enhancement Program State Funds, 16 percent SAFETEA-LU Federal Funds, and 34 percent Local funds. Local funds will be comprised of Utility Surcharge funds, Traffic Development Funds, and Gas Tax funds for each of these items.

ATTACHMENTS:

Description

Type

▣	Security Paving Company Agreement	Agreement
▣	AECOM Technical Service CM Agreement	Agreement
▣	Amendment 6 to Agreement 14-288	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **SECURITY PAVING COMPANY, INC.**, (a California Corporation), ("CONTRACTOR" herein).

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the Bakersfield Freeway Connector Project (Centennial Corridor) ("Project"), as set forth herein, part or all of which is paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement

whether actually inserted or not

- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G)
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G)
- Subcontracting Request Form (Exhibit 16-B, LAPM)
- Prevailing Wage Rates (Davis-Bacon)
- Title VI Assurances and Appendices

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

- 2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **\$48,586,395.00** ("Compensation"). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.
- 2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not

fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.
4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
5. **TERMINATION.**
 - 5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:
 - 5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;
 - 5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;
 - 5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and
 - 5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's

written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.

- 5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.
- 5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.
6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

8. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
9. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
10. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
14. **INSURANCE AND SECURITY.**
 - 14.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure

and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

14.1.2. **Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.2. General Provisions Applying to All Insurance Types.

- 14.2.1.** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 14.2.2.** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 14.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 14.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must

provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

14.2.5. Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

14.2.6. It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

14.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

14.3. Security. CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.

15. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

16. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

17. **REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
18. **SITE INSPECTION.** CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.
19. **STOP NOTICES OR LIENS.** CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.
20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
21. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their

heirs, administrators, executors, personal representatives, successors and assigns.

23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.

31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

32. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
TRIP, PUBLIC WORKS DEPARTMENT
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **Security Paving Company**
13170 Telfair Ave
Sylmar, CA 91342

33. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

34. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

35. **CONTRACTOR'S LICENSE INFORMATION.**

License Number: 116307
Expiration Date 3/31/2020
License Classification

36. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 95-1615343
CONTRACTOR is a corporation? Yes X No
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
SECURITY PAVING COMPANY

By: _____
KAREN GOH
Mayor

By: _____
PRINT NAME: _____

Title: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney II

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

Attachments: Certificates of Insurance & Others

WARRANTY BOND

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT we, _____, as Principal, and _____, a corporation organized and doing business under and by virtue of the laws of the State of _____ and duly licensed to conduct surety business in the State of California, as Surety, are held and firmly bound unto CITY OF BAKERSFIELD and CALIFORNIA DEPARTEMENT OF TRANSPORTATION as Obligees, in the sum of Forty Eight Million Five Hundred Eighty Six Thousand Three Hundred Ninety Five Dollars (\$48,586,395.00), for which payment, well and truly to be made, we bind ourselves, or heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with CITY OF BAKERSFIELD to CONSTRUCT THAT PROJECT ENTITLED Bakersfield Freeway Connector Project (Centennial Corridor) for the benefit of the CITY OF BAKERSFIELD and CALIFORNIA DEPARTMENT OF TRANSPORTATION;

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of asphalt concrete as described therein for a period of two years following the acceptance of the contract.

NOW, THEREFORE, if the above Principal shall indemnify the Obligees for all loss that Obligees may sustain by reason of any defective materials or workmanship which become apparent during the period of two years from and after acceptance of the said asphalt concrete by Obligees, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above mentioned parties have executed this instrument under their seals this ____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

Signature of Principal, Title

(Seal)

Surety

Surety Address & Telephone No.

Signature of Surety, Title

(Attach notarization form for each required signature)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, the **CITY OF BAKERSFIELD**, a municipal corporation, has on November 7, 2018, awarded to **SECURITY PAVING COMPANY, INC.**, a _____ organized and doing business under and by virtue of the laws of the State of California, hereinafter designated as the "Principal," a contract for Bakersfield Freeway Connector Project (Centennial Corridor) for the benefit of **CITY OF BAKERSFIELD** and California Department of Transportation (Caltrans); and

WHEREAS, **CITY OF BAKERSFIELD** and Caltrans hereinafter are designated "Owners"; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract; and

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Owners in the sum of Forty Eight Million Five Hundred Eighty Six Thousand Three Hundred Ninety Five Dollars (\$48,586,395.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above mentioned Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Owners, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to the Owners such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above mentioned Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Owners from loss of damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contract notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Owners in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above mentioned parties have executed this instrument under their seals this ____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

Signature of Principal, Title

(Seal)

Surety

Surety Address & Telephone No.

Signature of Surety, Title

(Attach notarization form for each required signature)

MATERIAL LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, the **CITY OF BAKERSFIELD**, a municipal corporation, has on November 7, 2018, awarded to **SECURITY PAVING COMPANY, INC.**, a _____ organized and doing business under and by virtue of the laws of the State of California, hereinafter designated as the "Principal," a contract for Bakersfield Freeway Connector Project (Centennial Corridor) for the benefit of **CITY OF BAKERSFIELD** and California Department of Transportation (Caltrans); and

WHEREAS, **CITY OF BAKERSFIELD** and Caltrans hereinafter are designated "Owners"; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Owners the penal sum of Forty Eight Million Five Hundred Eighty Six Thousand Three Hundred Ninety Five Dollars (\$48,586,395.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for any amount due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I of the Government Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 9550 through 9566 of the Civil Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the Owners as shall be fixed by the court.

This bond shall inure to the benefit of the Owners and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including, but not limited to, California Civil Code Section 9100, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above mentioned parties have executed this instrument under their seals this ____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

Signature of Principal, Title

(Seal)

Surety

Surety Address & Telephone No.

Signature of Surety, Title

(Attach notarization form for each required signature)

**GUARANTEE
MATERIAL AND WORKMANSHIP**

CITY OF BAKERSFIELD
Public Works Department
Annex Building, 2nd Floor
1501 Truxtun Avenue
Bakersfield, California 93301

In accordance with the terms of the Contract for: Bakersfield Freeway Connector Project (Centennial Corridor) awarded on November 7, 2018, between the City of Bakersfield (hereinafter referred to as "City"), and the undersigned, which contract provides for Roadway Improvements, and other facilities and under which contract the undersigned has installed such facilities, the following guarantee of the said facilities is hereby made:

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials, and we agree to repair and/or replace at our own cost and expense, any and all such work, and/or materials which may prove defective in workmanship or materials within a period of one (1) year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace, at our own cost and expense, any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them, of any defects in said work or materials, we agree to commence and prosecute with due diligence, all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time, and in the event of our failure to so comply, we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them, to proceed to have such work done at our expense and we will honor and pay the cost and charges therefor upon demand.

This guarantee is made expressly for and to the benefit of both the City of the above mentioned construction project and the City's representative, and shall be enforceable by either of them.

Dated _____

Contractor's Name

Authorized Signature

**GUARANTEE
EQUIPMENT**

CITY OF BAKERSFIELD
Public Works Department
Annex Building, 2nd Floor
1501 Truxtun Avenue
Bakersfield, California 93301

In accordance with the terms of the Contract for: Bakersfield Freeway Connector Project (Centennial Corridor) awarded on November 7, 2018, between the City of Bakersfield (hereinafter referred to as "City"), and the undersigned, which contract provides for Roadway Improvements, and under which contract the undersigned has furnished and installed such system, the following guarantee of the said system is hereby made:

Should any of the equipment installed pursuant to said contract prove defective or should the system as a whole prove defective, due to faulty workmanship, material furnished, or method of installation, or should said system or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which said contract is accepted by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or, upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City, so that they will operate successfully as originally contemplated.

The City shall have the option to make any needed repairs or replacements itself or to have such replacements or repairs done by the undersigned. Prior to such replacement or repair work being done by the City, the undersigned shall have the option to make any needed repairs or replacements. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall commence to be made and such materials as are necessary shall commence to be furnished and installed within twenty-four (24) hours of the date specified in the City's written notification. Contractor shall prosecute with due diligence to complete the work within a reasonable period of time, as specified in the City's written notification.

Said system will be deemed defective within the meaning of this guarantee in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

Dated _____

Contractor's Name

Authorized Signature

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

If you do not have an ID number please contact DAS

FROM:

EXTRACT OF PUBLIC WORKS CONTRACT AWARD

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR			2. CONTRACTOR'S LICENSE NO		
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)			4. CITY		
			5. ZIP CODE		6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS			8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY):		
9. NAME OF PROJECT			8a. County		
10. CONTRACT NUMBER		11. PROJECT NUMBER		12. DOLLAR AMOUNT OF CONTRACT AWARD	
13. FIRST ADVERTISED BID DATE MONTH DAY YEAR		14. CONTRACT AWARD DATE MONTH DAY YEAR		12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions).	
				15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?	
16. STATE CONSTRUCTION BONDS If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES		YES NO DOLLAR AMOUNT		17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT? YES NO	
				18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to cmupla@dir.ca.gov YES NO	
19. STARTING DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)			20. COMPLETION DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)		
21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED			22 NEW CONSTRUCTION REMODELING ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE		
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S) Please list Sub-contractors and their worker classifications on page 2					
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code? YES NO					
25. SIGNATURE		26. TITLE		27. DATE	
28. PRINTED OR TYPED NAME		29. E-MAIL ADDRESS		30. TELEPHONE NUMBERS	
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.					
31. NAME		32. TITLE		33. E-MAIL ADDRESS	
				34. TELEPHONE NUMBER	

Duplication of this form is permissible

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

Listing of Sub Contractors

Con. Lic. #	Contractor	Classification of workers

Provided for Reference Only.
Please use the Web Application
to submit your Contract Award information.
<https://www.dir.ca.gov/PWC100>

EXHIBIT 16-B SUBCONTRACTING REQUEST

CONTRACTOR NAME				COUNTY		ROUTE	
BUSINESS ADDRESS				CONTRACT NUMBER			
CITY AND STATE			ZIP CODE		FEDERAL-AID PROJECT NUMBER		
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER (S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME		E. CERTIFIED DBE		F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work
- If applicable, Form FHWA- 1273 of the Special Provisions have been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor Signature	Date
----------------------	------

This section is to be completed by the resident engineer

- | | | |
|--|----|-------|
| 1. Total of bid items | \$ | _____ |
| 2. Contractor must perform with own forces (lines 1 X contract req. %) _____ | \$ | _____ |
| 3. Bid items previously subcontracted | \$ | _____ |
| 4. Bid items subcontracted (this request) | \$ | _____ |
| 5. Total bid items subcontracted (lines 3 + 4) | \$ | _____ |
| 6. Balance of work contractor to perform (lines 1 minus 5) | \$ | _____ |

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution : Original-Contractor Copy- Resident Engineer Copy- OBEO- smallbusinessadvocate@dopt.ca.gov or fax to (916) 324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM**All first-tier subcontractors must be included on a subcontractor request**

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITY

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE).....	2
A. DBE COMMITMENT SUBMITTAL.....	2
B. GOOD FAITH EFFORTS SUBMITTAL.....	2
C. EXHIBIT 15-G - CONSTRUCTION CONTRACT DBE COMMITMENT.....	3
D. SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS.....	3
E. PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES.....	4
2. BID OPENING.....	5
3. BID RIGGING.....	5
4. CONTRACT AWARD.....	5
5. CONTRACTOR LICENSE.....	5
6. CHANGED CONDITIONS.....	5
A. DIFFERING SITE CONDITION.....	5
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER.....	5
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK.....	6
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8. BUY AMERICA.....	6
FURNISH STEEL AND IRON MATERIALS TO BE INCORPORATED INTO THE WORK WITH CERTIFICATES OF COMPLIANCE. STEEL AND IRON MATERIALS MUST BE PRODUCED IN THE U.S. EXCEPT.....	6
9. QUALITY ASSURANCE.....	6
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11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS.....	7
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 calendar days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. *Exhibit 15-G - Construction Contract DBE Commitment*

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. *Subcontractor and Disadvantaged Business Enterprise Records*

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of TEN (10) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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- (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

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(<https://www.epis.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	9.1
177	7500 Santa Rosa	
	CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	23.2
178	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
179	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	19.8
179	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)**15. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

AGREEMENT NO._____

CONSTRUCTION MANAGEMENT AGREEMENT

This **CONSTRUCTION MANAGEMENT AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a chartered City and municipal corporation ("CITY"), and **AECOM Technical Services, Inc.**, a California Corporation authorized to conduct business in California ("MANAGER").

R E C I T A L S

WHEREAS, CITY is undertaking the following project: Bakersfield Freeway Connector Project (Centennial Corridor) (the "Project"); and

WHEREAS, CITY issued a Request for Qualifications/Request for Proposals ("RFQ/RFP") for construction management services for the Project, and MANAGER submitted a proposal; and

WHEREAS, MANAGER represents that it is an experienced, well qualified specialist in construction management for roadway projects and that it is competent to undertake, and has an adequate number of properly licensed and experienced employees on its staff to accomplish, the Scope of Work; and

WHEREAS, MANAGER has reviewed the RFQ/RFP and understands what is required to provide appropriate construction management services for the Project as outlined in the Scope of Work; and

WHEREAS, CITY does not currently have staff resources to provide construction management services for the Project; and

WHEREAS, based on MANAGER's representations, CITY desires to retain MANAGER to provide construction management services for the Project, as outlined herein; and

WHEREAS, the term MANAGER as used herein includes all officers of any corporation executing this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and MANAGER mutually agree as follows:

1. **SCOPE OF WORK.** MANAGER must competently and thoroughly provide construction management services as described in the RFQ/RFP, attached hereto and incorporated herein as **Exhibit A**, and as provided in the scope of work description prepared by MANAGER, attached hereto and incorporated herein as **Exhibit B**. Collectively, the RFQ/RFP and the scope of work description are referred to herein as "Scope of Work." MANAGER's services must include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.
2. **ALLOWABLE COSTS AND PAYMENT PROCEDURE.** The method of payment for this Agreement will be based on actual cost plus a fixed fee. CITY will reimburse MANAGER for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by MANAGER in performance of the work. MANAGER will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved MANAGER'S Cost Proposal, attached hereto and incorporated herein as **Exhibit C**, unless additional reimbursement is provided for by amendment of the Agreement. In no event will MANAGER be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the time to perform the obligations of this Agreement or actual costs reimbursable by CITY shall be adjusted by amendment of the Agreement to accommodate the changed work. Notwithstanding anything contrary herein, the total paid for **actual costs** herein may not exceed **\$4,308,664.00**.
 - 2.1. In addition to the allowable incurred costs, CITY will pay MANAGER a **fixed fee** of **\$191,404.00**. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by amendment of the Agreement.
 - 2.2. The total amount payable by CITY for performing the Scope of Work, inclusive of actual costs and the fixed fee, shall not exceed **\$4,500,068.00 ("Compensation")**.
 - 2.3. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- 2.4.** When milestone cost estimates are included in the approved Cost Proposal, MANAGER must obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- 2.5.** No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- 2.6.** Progress payments will be made monthly in arrears based on services provided and allowable incurred costs, upon receipt by and approval of CITY's Contract Administrator of itemized invoices in triplicate. A pro rata portion of MANAGER's fixed fee will be included in the monthly progress payments. Invoices shall be submitted no later than 45 calendar days after the performance of work for which MANAGER is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. CITY will withhold a portion of MANAGER's payment when required by the City of Bakersfield Municipal Code for the time period and purposes set forth therein. If applicable, CITY shall have the right to delay payment or terminate this Agreement in accordance with the provisions herein if MANAGER fails to submit the required deliverable items according to the Scope of Work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

City of Bakersfield
1600 Truxtun Avenue, 3rd floor
Bakersfield, California 93301

- 2.7.** The final invoice must contain the final cost and all credits due to CITY including any equipment purchased under the provisions herein. MANAGER may submit to CITY a final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to CITY's satisfaction; and, (3) Caltrans has issued its final ICR review letter. MANAGER MUST SUBMIT ITS FINAL INVOICE TO CITY no later than 60 days after occurrence of the last of these items.
- 2.8.** Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is

approved by CITY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.9. MANAGER agrees and understands that CITY is relying on reimbursement of a majority of the Compensation from various state and federal programs. If at any time during the duration of this Agreement, such reimbursement ceases to be available due to no fault of CITY, CITY reserves the right to terminate this Agreement.

2.10. CITY reserves the right to reject any work that is inadequate or incomplete without being charged for any extra time or compensation by MANAGER.

2.11. MANAGER must notify CITY when the Scope of Work is 75% complete or when 75% of the budget for the Scope of Work has been expended.

3. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. STATE PREVAILING WAGE RATES.

4.1.1. MANAGER shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

4.1.2. Any subcontract entered into as a result of this contract, if for more

than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

4.1.3. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

5. TIME FOR COMPLETION. MANAGER shall complete all assigned tasks set forth in the Scope of Work no later than June 30, 2022.

6. PERFORMANCE PERIOD AND TERM. This Agreement shall go into effect on November 7, 2018, contingent upon approval by CITY, and MANAGER shall commence work after notification to proceed by CITY's Contract Administrator. The contract shall end on June 30, 2023, unless extended by contract amendment. MANAGER is advised that any recommendation for contract award is not binding on CITY until the Agreement is fully executed and approved by CITY. Should any claims against CITY or MANAGER arising out of the Scope of Work be asserted during the term of this Agreement, CITY and MANAGER may agree to extend the termination date of this Agreement.

7. TERMINATION. CITY reserves the right to terminate this Agreement upon thirty-calendar-days written notice to MANAGER with the reasons for termination stated in the notice.

7.1. CITY may terminate this Agreement with MANAGER should MANAGER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this Agreement with MANAGER, CITY shall pay MANAGER the sum due to MANAGER under this Agreement prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due MANAGER under this Agreement and the balance, if any, shall be paid to MANAGER upon demand.

7.2. If the Agreement is terminated for CITY's convenience, MANAGER will be paid for completed work and for termination costs.

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31. 205-42 (c) dealing with initial costs is not applicable to architectural and engineering agreement terminations.

8. CONTRACT ADMINISTRATOR. The Contract Administrator for CITY is:

Luis A. Topete
City of Bakersfield
1600 Truxtun Avenue, 3rd floor
Bakersfield, California 93301
(661) 326-3700

MANAGER's Construction Manager is designated as:

Andres Roldan
AECOM Technical Services, Inc.
5001 East Commercenter Drive, Suite 100
Bakersfield, CA 93309
(661) 283-2331

The Contract Administrator and the Construction Manager will be the primary contact persons for CITY and MANAGER, respectively.

9. KEY PERSONNEL. At CITY's request, MANAGER must name all key personnel to be assigned to perform the Scope of Work. All key personnel must be properly licensed and experienced for the Scope of Work. MANAGER must provide background for each of the key personnel including, without limitation, resumes and work experience in the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, MANAGER may not change such personnel without CITY's written approval. CITY reserves the right to request replacement of either MANAGER's employees or subcontractors who may not be performing at an acceptable level. CITY intends to perform yearly performance reviews of MANAGER.

10. INDEPENDENT CONTRACTOR. This Agreement calls for MANAGER's performance of the Scope of Work as an independent contractor. MANAGER is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement may not be construed as forming a partnership or any other association with MANAGER other than that of an independent contractor.

11. **DIRECTION.** MANAGER retains the right to control or direct the manner in which the services described herein are performed.
12. **EQUIPMENT.** MANAGER will supply all equipment, tools, materials, and supplies necessary to perform the Scope of Work.
13. **EQUIPMENT PURCHASE.** Prior authorization in writing, by CITY'S Contract Administrator, shall be required before MANAGER enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or MANAGER services. MANAGER shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service, or consulting work not covered in MANAGER's Cost Proposal and exceeding \$5,000, MANAGER shall submit three competitive quotations along with the request for prior authorization to CITY's Contract Administrator, or the absence of bidding must be adequately justified. Any equipment purchased as a result of this Agreement is subject to the following: "MANAGER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, MANAGER may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures, and credit CITY in an amount equal to the sales price. If MANAGER elects to keep the equipment, fair market value shall be determined at MANAGER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to CITY and MANAGER, if MANAGER is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
14. **CONFLICTS OF INTEREST.**
- 14.1. MANAGER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement, or any ensuing CITY construction project. MANAGER shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing CITY construction project.

- 14.2.** MANAGER hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- 14.3.** MANAGER hereby certifies that neither MANAGER, its employees, nor any firm affiliated with MANAGER providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 14.4.** MANAGER further certifies that neither MANAGER, nor any firm affiliated with MANAGER, will bid on any construction subcontracts included within the construction contract. Additionally, MANAGER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.
- 14.5.** Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.
- 15. NO CITY INTEREST.** No officer or employee of CITY will hold any interest in this Agreement, (California Government Code 1090).
- 16. ACCEPTANCE OF WORK.** The acceptance of work or payment for work by CITY will not constitute a waiver of any portion or any provision of this Agreement.
- 17. LICENSES.** MANAGER must, at MANAGER's sole cost and expense, have at the time of bidding or proposal submission, and must keep in full force and effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for MANAGER to practice its profession in the State of California. MANAGER, if a corporation or partnership, must, at the time of bid or proposal submission, submit proof satisfactory to CITY that all appropriate corporate officers or partners are properly licensed professionals and that all employees or subcontractors assigned to perform professional work on the project or the Scope of Work are properly licensed. In any professional consulting firm, all key employees who are involved in providing advice to CITY must have no less than a four-year college degree in the appropriate field of

study as determined by CITY. MANAGER must submit proof of the required education to CITY upon bid or proposal submission.

18. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement will not constitute a waiver of that party's right to enforce such a provision at a later time, and will not serve to vary the terms of this Agreement.

19. COMPLIANCE WITH ALL LAWS. MANAGER must, at MANAGER's sole cost, comply with all applicable requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and must faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required. If the applicable requirements described above are subsequently amended, resulting in a material change in the Scope of Work or a related project schedule, the amended requirements may be included in the Scope of Work, if the parties to this Agreement concur.

20. INDEMNITY.

20.1. MANAGER must indemnify, defend, and hold harmless CITY and CITY's officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, arising from MANAGER's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by MANAGER or MANAGER's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

20.2. For work performed by MANAGER under this Agreement where the provisions of Civil Code section 2782.8 apply, the MANAGER must indemnify, defend, and hold harmless CITY and CITY's officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of MANAGER.

21. INSURANCE.

21.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, MANAGER must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

21.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

21.1.2. Professional liability insurance, providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.

21.1.3. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

21.1.3.1. Provide contractual liability coverage for the terms of this Agreement;

21.1.3.2. Provide unlimited products and completed operations coverage;

21.1.3.3. Provide premises, operations, and mobile equipment coverage; and

21.1.3.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

21.1.4. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his

employees. Pursuant to Labor Code Section 1861, MANAGER must submit to City the following certification before beginning any work under this Agreement:

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

By executing this Agreement, MANAGER is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

21.2. General Provisions Applying to All Insurance Types.

- 21.2.1.** All policies required of MANAGER must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, MANAGER may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 21.2.2.** All policies required of MANAGER must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of MANAGER's insurance and must not contribute with it.
- 21.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with

a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

21.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

21.2.5. Full compensation for all premiums which the MANAGER is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

21.2.6. It is further understood and agreed by MANAGER that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by MANAGER in connection with this Agreement.

21.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for MANAGER, and all subcontractors must agree in writing to be bound by the provisions of this section.

22. THIRD PARTY CLAIMS. CITY will timely notify MANAGER of third party claims relating to this Agreement. CITY will be allowed to recover from MANAGER, and MANAGER must pay on demand, all costs of notification.

23. CONFIDENTIALITY. During the term of this Agreement, MANAGER may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, MANAGER will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any

time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents MANAGER prepares and confidential information given to MANAGER under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.

- 24. TITLE TO DOCUMENTS.** All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by MANAGER pursuant to the terms of this Agreement, will, upon preparation, become CITY's property.
- 25. RESOURCE ALLOCATION.** All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 26. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.** MANAGER agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items. MANAGER also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to MANAGER that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by MANAGER to CITY.
- 27. RETENTION OF RECORDS/AUDIT.** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, MANAGER, subcontractors, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of MANAGER and its certified public accountants (CPA), work papers that are pertinent to the

contract, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

28. AUDIT REVIEW PROCEDURE. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY'S Finance Director. Not later than 30 days after issuance of the final audit report, MANAGER may request a review by CITY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by CITY will excuse MANAGER from full and timely performance, in accordance with the terms of this Agreement. MANAGER's Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by MANAGER and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by MANAGER to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement's terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

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

28.1.1. If the proposed rate is less than 150%, the provisional rate reimbursed will be 90% of the proposed rate.

28.1.2. If the proposed rate is between 150% and 200%, the provisional rate will be 85% of the proposed rate.

- 28.1.3.** If the proposed rate is greater than 200%, the provisional rate will be 75% of the proposed rate.
- 28.2.** If Caltrans is unable to issue a cognizant letter as described above, Caltrans may require MANAGER to submit a revised independent, CPA-audited ICR and audit report within three months of the effective date of the management letter. Caltrans will then have up to six months to review the MANAGER's and/or the independent CPA's revisions.
- 28.3.** If the MANAGER fails to comply with the provisions of this section, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

The provisional ICR will apply to this Agreement, and all other agreements executed between CITY and MANAGER, either as a prime or subcontract, with the same fiscal period ICR.

- 29. COVENANT AGAINST CONTINGENCY FEES.** MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working for MANAGER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, CITY will have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 30. CHANGES IN WORK.** Changes in work must only be made in accordance with this Agreement. If it is essential for extra work to be performed immediately, CITY's Contract Administrator and MANAGER's Construction Manager must agree in writing as to the scope of the extra work and the nature and, if possible, the amount of compensation therefore. As soon as possible, CITY's Contract Administrator must prepare an amendment to this Agreement and cause it to be approved as set forth in the Bakersfield Municipal Code.

31. SUBCONTRACTING.

- 31.1.** Nothing contained in this Agreement or otherwise, shall create any contractual relation between CITY and any subcontractor(s), and no subcontract shall relieve MANAGER of its responsibilities and obligations hereunder. MANAGER agrees to be as fully responsible to CITY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by MANAGER. MANAGER's obligation to pay its subcontractor(s) is an independent obligation from CITY'S obligation to make payments to MANAGER.
- 31.2.** MANAGER shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CITY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- 31.3.** MANAGER shall pay its subcontractors within ten calendar days from receipt of each payment made to MANAGER by CITY.
- 31.4.** All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub consultants.
- 31.5.** Any substitution of subcontractor(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subcontractor(s).

32. DEBARMENT AND SUSPENSION CERTIFICATION.

- 32.1.** MANAGER's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that MANAGER has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil

judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years. Any exceptions to this certification must be disclosed to CITY.

32.2. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining MANAGER responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

32.3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

33. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. MANAGER warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY will have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

34. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

MANAGER certifies to the best of his or her knowledge and belief that:

34.1. No state-, federal-, or local agency-appropriated funds have been paid, or will be paid by, or on behalf of, MANAGER to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

34.2. If any funds other than federal-appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the MANAGER must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 34.3.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 34.4.** MANAGER also agrees by signing this Agreement that it will require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients must certify and disclose accordingly.
- 35. DBE PARTICIPATION REQUIREMENTS.** This Agreement is subject to additional clauses which are defined on the attached **Exhibit E** and are incorporated herein by reference.
- 36. CERTIFICATIONS.** This Agreement is subject to additional clauses which are defined as the Certification of CITY, attached hereto as **Exhibit F**, and Certification of MANAGER, attached hereto as **Exhibit G**, both of which are incorporated herein by reference.
- 37. STATEMENT OF COMPLIANCE**
- 37.1.** MANAGER's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that MANAGER has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 37.2.** During the performance of this Agreement, MANAGER and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. MANAGER and subcontractors shall

insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MANAGER and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. MANAGER and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

37.3. MANAGER shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

37.4. MANAGER, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, MANAGER shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. MANAGER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

38. MISCELLANEOUS.

38.1. Governing Law. The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

38.2. Further Assurances. Each party must execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

38.3. Notices. All notices relative to this Agreement must be given in writing and personally served or sent by certified or registered mail and will be effective upon actual personal service or depositing in the United States mail. The parties will be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, CA, 93301

MANAGER: AECOM Technical Services, Inc.
5001 East Commercenter Drive, Suite 100
Bakersfield, CA 93309

38.4. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable, or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

38.5. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

38.6. Interpretation. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

38.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be considered as an original and be effective as such.

38.8. Merger and Modification. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

38.9. Tax Numbers.

MANAGER's Federal Tax Identification No.: 95-2661922

MANAGER is a corporation? Yes X No ____
(Please check one)

38.10. Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

38.11. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code does not apply to the interpretation of this Agreement.

38.12. News Releases/Interviews. All news releases, media interviews, testimony at hearings, and public comments relating to this Agreement by MANAGER are prohibited unless authorized by CITY.

38.13. Included Documents. Any bid documents, including, without limitation, any request for proposals, request for qualifications, and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"MANAGER"
AECOM Technical Services, Inc.

By: _____
KAREN GOH, Mayor

By: _____
ANDRES ROLDAN
Senior Construction Manager

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

Exhibits: Exhibit A – Request for Qualifications/Request for Proposal
 Exhibit B – Scope of Work Description
 Exhibit C – Cost Proposal
 Exhibit D – Certificates of Insurance
 Exhibit E – DBE Requirements
 Exhibit F – Certification of City
 Exhibit G – Certification of Manager

EXHIBIT A

REQUEST FOR QUALIFICATION / REQUEST FOR PROPOSAL

CITY OF BAKERSFIELD

REQUEST FOR QUALIFICATION/ REQUEST FOR PROPOSAL
(RFQ/RFP)

FOR

CONSTRUCTION MANAGEMENT (CM) SERVICES

CENTENNIAL CORRIDOR PROJECT (VARIOUS PHASES)

POSTED: February 22, 2018
DUE: March 22, 2018

CITY OF BAKERSFIELD

REQUEST FOR QUALIFICATION/REQUEST FOR PROPOSALS (RFQ/RFP) FOR CONSTRUCTION MANAGEMENT (CM) SERVICES

CENTENNIAL CORRIDOR PROJECT (VARIOUS PHASES)

I. INTRODUCTION

The City of Bakersfield (City) is seeking qualified engineering firms to provide construction management (CM), construction inspection, biological and paleontological monitoring, source inspection, quality assurance (QA) surveying and material/soil testing services for the Centennial Corridor Project (Various Phases).

Below are descriptions of the remaining construction packages that make up the Centennial Corridor:

SR-58 CONNECTOR (MAINLINE)

The SR-58 Connector (mainline) will extend State Route (SR) 58 from the existing offset at SR-99 to the east end of the Westside Parkway (WSP). From SR-99, SR-58 will span Real Road and run parallel to Stockdale Highway for approximately 1,200-feet west at which point it will turn in a northwesterly direction and span the Stockdale Highway/Stine Road Intersection, Ford Avenue, La Mirada, Marella Way, California Avenue, Commerce Drive, and the Carrier Canal before joining WSP in the vicinity of the Truxtun Avenue Interchange. The Project also includes closure of freeway access from Real Road.

ANTICIPATED CONSTRUCTION TIME FRAME: 11/2018 to 11/2021

SR-58/SR-99 INTERCHANGE CONNECTOR

This project includes improvements along northbound (NB) SR-99 between Ming Ave and SR-58 and construction of the NB SR-99 to westbound (WB) SR-58 Connector Structure. The work on NB SR-99 includes addition of a collector distributor on NB SR-99 for the NB SR-99 to WB SR-58 connector and the NB SR-99/Ming Avenue On-ramp. There is also work at various other locations that includes the closure of the existing southbound (SB) SR-99/Stockdale Highway off-ramp, restriping and widening of Chester Avenue to include turn pockets at the Richland Street and Loustalot Lane intersections, and improvements at the eastbound (EB) SR 58/Cottonwood ramps/Brundage Lane intersection to add a traffic signal.

ANTICIPATED CONSTRUCTION TIME FRAME: 3/2019 to 3/2021

BELLE TERRACE OPERATIONAL IMPROVEMENTS

The project is proposing improvements on SR-99, the Belle Terrace Overcrossing (OC), the NB SR-99/EB SR-58 Connector, and local roads. The improvements on SR 99 include addition of a NB auxiliary lane from the Ming Avenue On-ramp to the NB SR-99/EB SR-58 Connector ramp and improved signing. The existing Belle Terrace OC will be replaced, and the NB SR-99/EB SR-58 Connector will be reconstructed. Improvements on the local roads include realigning Alamo Court and Wible Road and raising Belle Terrace.

ANTICIPATED CONSTRUCTION TIME FRAME: 07/2018 to 12/2019

BAKERSFIELD FREEWAY CONNECTOR PROJECT

This project includes improvements along WB SR-58 and SB SR-99. The improvements include addition of auxiliary lane on WB SR-58, realigning the WB SR-58 to SB SR-99 connector, constructing a branch connector for SR-58 to SB SR-99 and constructing a collector distributor along SB SR-99 for the Ming Ave off-ramps.

ANTICIPATED CONSTRUCTION TIME FRAME: 12/2018 to 5/2021

STOCKDALE-ENOS ROUNDABOUT

This project is located along Stockdale Highway and Enos Lane (SR-43). The improvements include modification of the existing four-way stop controlled intersection to a single lane roundabout designed for future restriping to a two lane roundabout.

ANTICIPATED CONSTRUCTION TIME FRAME: 12/2018 to 08/2019

Throughout this RFQ/RFP, the term "City" applies to the City of Bakersfield.

Take note of the following items that need to be considered when proposing on these projects:

- These projects are Federally Funded projects and federal regulations will apply.

II. INQUIRIES

All inquiries related to the RFQ/RFP should be submitted to:

Thomas Roads Improvement Program

1600 Truxtun Avenue,

Bakersfield, CA 93301

Attention: Luis A. Topete, P.E., Civil Engineer IV

ltopete@bakersfieldfreeways.us

Consultants shall not contact TRIP staff or other agencies directly during the Consultant selection process to discuss information related to the projects, except as provided in Section IX of the RFQ/RFP.

III. SCHEDULE

The proposal must arrive at the TRIP office before **4:00 pm** on the closing date listed below to be considered for these Projects.

EVENTS CALENDAR

Plan Calendar is as follows:

Distribution of RFQ/RFP02/22/18

Closing Date for RFQ/RFP03/22/18

Notification of Short List Selection04/05/18

Interviews04/19/18

Notification of Final Selection04/24/18

IV. PROPOSAL SUBMISSIONS

The following criteria shall be required of all proposals submitted for the Project(s) to provide some consistency for the Selection Committee reviewing these proposals. Any proposal not conforming to these requirements may be rejected.

A submitted proposal shall be single-spaced, use a minimum 11 point Arial font, and be submitted on 8.5-inch by 11-inch paper, single-sided printing with minimum 0.5-inch margins on the right, top, and bottom and minimum 1-inch margins on the left side of the sheet. Charts and schedules may be included in 11-inch by 17-inch page format but shall be folded to fit into an 8.5-inch by 11-inch sheet. Each page shall be consecutively numbered throughout the entire proposal.

Proposals shall be bound and **shall not exceed fifteen (15) pages** in length, excluding:

- dividers (which shall not contain any information);
- Item A – Transmittal / Cover Letter (maximum 2 pages)
- Item B – Resumes Only
- Item F – Insurance Coverage/Claim History;
- Item G - Appendix A – General Information Sheet; and
- Item H – Appendix B – Sample Consultant Contract with Attachments

Proposals must contain the information requested below and organized in the following order:

A. Transmittal/Cover Letter

Proposals shall be addressed to Luis A. Topete, P.E., City of Bakersfield, Thomas Roads Improvement Program (TRIP), TRIP Program Manager, 1600 Truxtun Avenue, Suite 300, Bakersfield, CA 93301. Include the name, title, address, and telephone number of the person that the City may contact regarding the proposal throughout the period of evaluation. Acknowledgement of receipt of any addenda shall be made in the Transmittal/Cover Letter, and the letter must be signed by the Proposer's corporate principal with contractual responsibility to bind the Proposer to the terms of the agreement.

B. Project Team Personnel/Experience

This section shall include:

1. Name and experience of the Construction Manager who will be assigned to this project. The Construction Manager shall, in addition to meeting the minimum qualifications as required for a construction inspector as shown in Item "4" in this Section, be a Registered Civil Engineer in the State of California with at least five years of experience as a Construction Manager / Resident Engineer for comparable projects.
2. Name and experience of the Structural Representative who will be assigned to this project. The Structural Representative shall, in addition to meeting the minimum qualifications as required for a construction inspector as shown in Item "4" in this Section, be a Registered Civil Engineer in the State of California with at least five years of experience in the construction of highway bridges.
3. Name and experience of the inspector(s) who will be assigned to this project. All persons that will be performing inspection services shall meet the minimum qualifications as shown in Item "4" in this Section.
4. Minimum Qualifications that must be met by individual(s) who will be assigned to inspect the construction are as follows:
 - a. Three years of experience as a construction inspector or assistant construction inspector on public works projects.
 - b. Full working knowledge of the State of California Department of Transportation, Standard Specifications (2010).
 - c. Full working knowledge of construction practices for roadway and freeway. Individuals should be familiar with "Caltrans Standard Plans", "Bridge Design Manual" and "Construction Manual".
 - d. Full working knowledge of backfill and compaction procedures, soil and concrete testing methods, and OSHA safety requirements.
 - e. Capable of preparing comprehensive and legible daily reports.
 - f. Familiar with standard Change Order procedures and Change Order preparation.

- g. Knowledgeable in reading construction documents and in interpreting construction survey staking.
- 5. Name and experience of the Responsible Licensed Land surveyor who will be assigned to this project to perform Quality Assurance. Minimum qualifications that must be met by individual(s) who will be assigned as Responsible Licensed Land surveyor for Quality Assurance surveying are:
 - a. Individuals must be licensed as a Land Surveyor in the State of California
 - b. Individuals shall be experienced in reading and interpreting freeway and bridge construction drawings.
 - c. Full working knowledge of standard practice of construction staking including earthwork staking and slope staking, and the preparation of cut-sheets.
 - d. Full working knowledge of methods, procedures, and requirements of the Caltrans Surveys Manual and Staking Inform Booklet.
- 6. Name and experience of the soil and material testing firm who will be assigned to this project. Soil and material testing qualifications for the firm assigned these duties are as follows:
 - a. The laboratory shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials. The engineer shall certify the results of all tests performed under his supervision.
 - b. The laboratory shall be a participant in the Caltrans Reference Sample Program (RSP) and shall be listed as such with the Caltrans Office of Materials Engineering and Testing Services. Other desirable correlation testing programs are the AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL).
 - c. Acceptance sampling and testing personnel shall possess a current Caltrans "Certificate of Proficiency for an Acceptance Tester". Sampling and testing shall be performed only by those proficient in acceptance sampling and testing.
 - d. Field samplers and testers shall carry identification verifying they are certified.
- 7. The Construction Manager and inspectors of the Proposer's team and the key personnel who will be providing engineering services for the Project along with the firm they work for must be identified on an Organization Chart that has a tab for easy reference by reviewers.

8. The resumes for personnel in this section shall not exceed one page each. Resumes should include a listing in tabular form that contains previous project experience that most closely relates to the type and scope of work for this RFQ/RFP. The list should contain at least the following information:
 - a. Project title, location, owner, and description, including length and estimated cost of the project.
 - b. The duties, tasks, and work performed by the team member on the listed project.
 - c. The date(s) that the experience was obtained.
 - d. The name of the firm under which the team member performed the services.
 - e. The name of the firm primarily responsible for the project.
 - f. The status of the listed project.

C. Team Organization/Experience

This section should include a brief description of the Construction Management team. In addition, this section of the proposal should include:

1. A brief profile of each firm on the team and a description of the services that they will be providing, the year that the firm was founded, the form of organization (e.g., corporation, partnership, sole proprietorship), the address and telephone number for the team member firm's office(s) that will be providing services, and the estimated percentage of the total scope of the work that the Proposer and each participating firm would be hired to complete under this RFQ/RFP. It is expected that the Proposer shall be performing at least 50 percent of the total scope of work.
2. A listing of experience of the Proposer and other team member firms of construction management services most closely related to the scope of work for the Project, and for which services have been provided within the past 10 years. The list should include at least three different clients and should provide the following information for each project:
 - Project title, location, owner, description, and estimated cost of the project;
 - Firm name/organization under which services were provided to the listed project (i.e., if Proposer or team member has recently merged, purchased, or otherwise joined with another firm who had actually performed the work for the listed project, then list that former firm's name);

- Nature of Proposer's or team member firm's responsibilities, duties, tasks, and involvement in the project;
 - Start and end dates (or projected end date) of Proposer's or team member firm's involvement in the project;
 - Name of personnel who provided the services to the listed project, the duties they performed, and indicate in bold font personnel who are also proposed to provide services for the Project for this RFQ/RFP;
 - Total dollar amount of the Proposer's or team member firm's contract.
3. A minimum of four references should be given for the Proposer and at least one reference for each other team member firm identified to provide services for the Project. The references listed should involve the project for which Proposer has provided comparable services to those in this RFQ/RFP. References should include the following information:
- Name, address, and telephone number of the project owner/client and the name of a contact person;
 - Name, address, and telephone number of Proposer's client (if different from the project owner) and the name of a contact person.

D. Technical Approach

This section should demonstrate the Construction Manager's approach to and understanding of the **Belle Terrace Operational Improvements Project** technical considerations and of the proposed Scope of Services. This section should also contain a detailed discussion of the work tasks and management activities necessary for Project completion. Discussion topics for consideration may include key Project issues, technical approach, schedule review process, Project management procedures, Project control capabilities, etc. Consultants should discuss their understanding and technical approach of the project. Layout plans for this project can be downloaded from PlanetBids under additional documents.

E. Management Approach/Subjective Statements

The City desires a Construction Management team who possesses outstanding problem-solving expertise and excellent communication skills with Local, State, and Federal Regulatory Agencies and the construction contractor.

This section should indicate why the Proposer should be selected for this work; what internal processes and procedures the Proposer has that make their firm superior; and what unique qualifications, knowledge, projects, services, and experience make the Proposer best suited to achieve the successful completion of the Construction Management services.

F. Insurance Coverage/Claims History

If the statement of the firm's current insurance coverage does not meet the limits specified in the sample agreement attached to this RFQ/RFP, a statement of the firm's ability and intent to obtain the required coverage must be included.

Do not submit a certificate of insurance in lieu of this statement.

This section shall also include a list of the Proposer's claims history since January 1, 2012:

1. List all claims, demands for arbitration, and/or lawsuits filed by the Proposer, predecessor companies, or company officers against project owners or their agents. This list shall include the following information for each claim:
 - a. Name of project owner;
 - b. Project completion date;
 - c. Basis for claim;
 - d. Claim or suit amount;
 - e. Current status; and
 - f. Award or Settlement amount.
2. List all claims, demands for arbitration, and/or lawsuits filed by project owners, their agents, or subconsultants against the Proposer, predecessor companies, its agents, or bonding company in connection with the Proposer, its officers, its agents, or bonding company. This list shall include the following information for each claim:
 - a. Name of project owner;
 - b. Project completion date;
 - c. Basis for claim;
 - d. Claim or suit amount;
 - e. Current status; and
 - f. Award or Settlement amount.

G. Appendix A – General Information Sheet – Separate Submittal

The completed General Information Sheet, which is attached as Appendix A of this RFQ/RFP, must be signed by an officer of the Proposer. Appendix A need not be included with all copies of the proposal, but one original can be placed in a separate identified envelope and included with the proposal submittal.

H. Appendix B – Sample Consultant Contract

The sample Consultant Contract must be signed, under the clause titled "Sample Agreement Acceptance", on the last page of the contract where indicated. The contract must be signed by the Proposer's corporate principal with contractual responsibility to bind the Proposer to the terms of the Agreement. Refer to Section IX for additional information regarding the sample contract. Appendix B need not be included with all copies of the proposal, but one signed original can be placed in a separate identified envelope and included with the proposal submittal. None of the Attachments to the Consultant Contract need to be completed, they are for reference only at this

time. However, the attachments are part of the final contract and will need to be submitted by the selected consultant prior to contract award.

PROPOSER'S SHOULD BE AWARE THAT THEY WILL NOT BE ALLOWED TO MAKE ANY CHANGES (OTHER THAN DATES, AMOUNTS, ETC...) TO THE SAMPLE AGREEMENT CLAUSES.

V. SUBMITTAL OF PROPOSAL

Firms responding to this RFQ/RFP must include **eight (8) copies** of Proposer's submittal. The submittal items must be placed in a sealed envelope bearing the Proposer's name and the following information:

**Proposal
Construction Management Services for
Centennial Corridor Project (Various Phases)
Bakersfield, California**

The submittal package must be **delivered** before **the time on the closing date listed in Section III. Schedule**, to:

To: City of Bakersfield
Thomas Roads Improvement Program (TRIP)
ATTN: Luis A. Topete, P.E., TRIP City Program Manager
1600 Truxtun Avenue
Bakersfield, CA 93301

The City assumes no responsibility for non-receipt of submittal packages due to any delay including, but not limited to, carrier delay. It is the Proposer's responsibility to meet the deadline stated above.

Submittals that do not contain the required number of copies and all of the information requested in this RFQ/RFP may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location may be considered non-responsive. Fax or e-mail copies will not be accepted. All submittals become the property of the City of Bakersfield and will not be returned.

The City will not award a construction management contract to any firm involved in the design of this project, who performed more than 20% of the design work, or to a firm proposing to use the design consultant as a sub-consultant. This will include, but not limited to, the following firm: Centennial Corridor Project – Parsons Transportation Group

VI. SELECTION OF CONSULTANT

Firms submitting a proposal must provide in their submittal verifiable evidence demonstrating that they have considerable current and past experience in providing the services necessary for the project(s) as described in this RFQ/RFP.

The City will evaluate Proposers based on the following criteria and the relative weighting of importance identified for each of the criteria:

A. Construction Manager’s availability and experience with similar kinds of work	25%
B. Structural Lead’s availability and experience with similar kinds of work	15%
C. Key personnel (Inspectors, Testers, and Surveyors) experience and availability	15%
D. Teams experience and availability	15%
E. Management and Technical Approach	15%
F. References	10%
G. Claims history	5%
Total	100%

After reviewing the proposals submitted by interested firms, the City will develop a list of the most qualified firms who will then be invited to an interview. Upon completion of evaluation of the presentation/interviews, firms will be ranked. The City will then begin negotiations with the top ranked firm(s) as final design of the various projects nears completion and construction bidding of the project(s) becomes eminent. If an agreement is not reached the City will begin negotiations with the next ranked firm and will continue the process until an agreement is reached. **The City reserves the right to award all or multiple projects to one Consultant, award each project to different Consultants, or perform the work via alternative methods (such as with City of Bakersfield staff) and not award a project to any Consultant.**

VII. SOLICITATION CAVEAT

The Proposer and its subconsultants understand and agree that the City shall have no financial responsibility for any costs incurred by the Proposer and its subconsultants in responding to this RFQ/RFP and City shall not be liable for any Proposer's or its subconsultants' costs attributed to their own study and investigation of these Projects. The City shall also have no financial responsibility for any costs incurred by Consultant until Consultant has executed a contract with the City and has been authorized in writing to proceed. The City reserves the right to terminate this RFQ/RFP at any time.

The submission of a proposal shall be conclusive evidence that the Proposer and its subconsultants have investigated and satisfied themselves as to the conditions to be encountered; the character, quality, and scope of work to be performed; and any municipal and ordinance requirements of the City of Bakersfield. As outlined in Clause 25 of the Sample Consultant Agreement, once final selection occurs the Consultant will need to obtain a City of Bakersfield business tax certificate prior to execution of an Agreement with the City.

VIII. CONTRACT DOCUMENTS

A sample copy of the City's Consultant Agreement is included as Appendix B to this RFQ/RFP. Please review the agreement carefully. This is the contract that the Consultant will be expected to execute without alteration.

An officer of the Proposer must sign and return the "Sample Agreement Acceptance" clause located on the last page of the agreement and return the sample Consultant Contract included in the RFQ/RFP with Proposer's proposal submittal. The signature indicates that the Proposer accepts the clauses of the contract, including the indemnity clause, as stated on the enclosed sample copy of the City's agreement, with the exception that the "COMPENSATION", "TERM AND TERMINATION", "TIME FOR COMPLETION" clauses and other blanks where appropriate will be modified. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and retaining of a different consultant by the City.

An Acknowledgment Line below the "Sample Agreement Acceptance" clause will be found below the signature line on the sample agreement. The officer must review the sample agreement carefully prior to signing it. The clause states:

"I have received and reviewed the sample CONSULTANT'S AGREEMENT including the INDEMNITY clause which was included in the City's RFQ/RFP. My signature above shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for one of these projects as described in said RFQ/RFP. This acceptance is made with the understanding that the Compensation and Time for Completion clauses will be modified or created to contain the amounts and dates established for this contract."

The City will **not** approve Proposer's requested modifications to the insurance clause nor the indemnity clause of this contract. At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the contract.

Compensation to the Consultant under this agreement will be made with federal funds. Therefore, the terms of this agreement are subject to the requirements associated with federal funding. These requirements include DBE Participation Requirements and a Pre Award Audit with Caltrans. Review the attached Sample Agreement for more information on these requirements. It is anticipated that the basis of payment for the services provided under this agreement shall be cost-plus-a-fixed fee.

The Exhibits to the contract (a through e) will be completed at a later date once the Consultant is selected and Scope and Costs are negotiated. Utilize the Exhibits as information only at this time.

IX. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the submittal of proposals, the City's review and evaluation of the proposals, and the City's selection of a Consultant for these Projects must be submitted by e-mail, at least 7 calendar days before the proposals are due, to:

Luis A. Topete, P.E.

ltopete@bakersfieldfreeways.us

Answers to questions received will be posted on the PlanetBids website.

X. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The City of Bakersfield is a recipient of Federal Highway Administration or FHWA funds and as a condition of receiving these funds, the City implemented the Caltrans' Race Conscious Disadvantaged Business Enterprise Program, commonly referred to as the DBE Program. The DBE Program is based on federal regulations mandated by the U.S. Department of Transportation or DOT. It is the policy of the City of Bakersfield to ensure that DBEs, as defined in these federal regulations, have an equal opportunity to receive and participate in DOT-assisted contracts.

The Consultant shall ensure that DBE firms, as defined by the DBE Program, shall have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for such assurance. The City is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

Refer to Exhibit 9-A "California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies." This Exhibit serves as the foundation for the City of Bakersfield's DBE Program.

Federal regulations require the computation of specific DBE Project goals for each FHWA funded project. **The DBE Goal for these projects has been calculated to be 11%**

The Consultant will have to either meet the DBE Project Goal shown above, or document adequate Good Faith Efforts were conducted to try to meet this goal. If a ranked Consultant does not meet the goal and the City determines that the Good Faith Effort was not adequate, the Consultant will be rejected and the City will negotiate with the next highest ranked firm. DBE goals achieved by other consultants submitting proposals will be taken in consideration when determining Good Faith Efforts.

Upon successful negotiation of an agreement with a consultant to provide the services requested in this RFQ, the Consultant will be required to submit the following documents (forms) with the executed agreement. These forms will be required to document their DBE efforts and must be submitted to the City of Bakersfield **within 2 working days of a City approved Consultant cost proposal**. DBE firms identified in Consultant submittals, either as prime Consultants or subconsultants, must be certified with the California Department of Transportation (Caltrans) as of the date of contract execution. See the Caltrans Local Assistance Procedures Manual for more detailed information. These forms are included in **ATTACHMENT "E"** of this RFQ. The following is a short description of each form:

IF THE DBE GOAL HAS BEEN MET THEN SUBMIT:

- Exhibit 10-01 "Local Agency Proposer DBE Commitment (Consultant Contracts)": The purpose of this form is to report your firm's dollar commitment to DBEs.
- Exhibit 10-02 "Local Agency Proposer DBE Information (Consultant Contracts)": The purpose of this form is to report your firm's dollar commitment to both DBEs and non-DBEs. This form is required only of the successful proposer who will be awarded the consultant contract.

IF THE DBE GOAL HAS NOT BEEN MET THEN SUBMIT:

- Exhibit 15-H "DBE Information – Good Faith Effort": The purpose of this form is to document your firm's Good Faith Efforts to seek out DBEs. It is important to note that this form will not be required if your firm reaches the New Race Conscious goals for DBEs for these projects.

Certified DBE firms can be found at the following Caltrans' website:

http://www.dot.ca.gov/hq/bep/find_certified.htm

The City has made available DBE information at:

http://www.bakersfieldcity.us/gov/depts/public_works/projects_n_programs/disadvantaged_business_enterprise.htm

Each Consultant shall review the information at this site, which also includes Appendix A to U.S. Department of Transportation, 49 CFR, Part 26 requirements. Appendix A provides guidance as to Good Faith Efforts.

XI. SCOPE OF SERVICES

A. Construction Phase

Perform construction inspection, materials and soils testing, source inspection, and construction management services for the project, including, but not limited to the following tasks or duties:

1. a. Conduct pre-construction conferences, periodic progress meetings, job conferences and other project related meetings as required.
b. Prepare and circulate copies of meeting minutes and/or conference notes to City staff and other appropriate attendees.
2. Act as project coordinator and the point of contact for all communications and interaction between the City and the Contractor(s). Provide support for any inquiries from or responses to Local, State or Federal authorities. Due to the inclusion of work to be done on SR-58 and SR-99, this project will also require the Construction Manager to communicate and coordinate with Caltrans when necessary.
3. Implement the latest version of *Primavera Expedition* document-tracking program for this project to ensure timely response to submittals, clarifications and correspondence.
4. a. Review and analyze the Contractor's construction schedule(s) and updates.
b. Identify areas of concern or discrepancies with schedules.
c. Identify key milestones for action required by the City, Contractor, the Design Engineer and Construction Manager.
5. a. Coordinate the design clarification process between the design engineer and contractor.
b. Issue necessary interpretations and clarifications of the contract documents.
c. Prepare change orders as required.
6. a. Coordinate routing and review of submittals, including shop drawings.
b. Perform value engineering review of the Contractor's submittals and shop drawings.
c. Establish schedules for the design engineer's timely review.
d. Notify the City when submittals are not being reviewed within the scheduled period.
7. Review guarantees; bonds; certificates of inspections and tests, certificates of compliance, and maintenance and operation manuals.
8. Develop a claims avoidance/mitigation plan at the start of construction identifying how change orders and claims will be managed during the

construction of the project to reduce the potential of unreasonable delays and extra costs.

9. In case of a claim, prepare position documents on behalf of the City and present the case during the Dispute Resolution Board hearing.
10.
 - a. Provide daily construction inspections.
 - b. Oversee quality control, materials, and equipment testing.
 - c. Review all certificates of inspections and tests.
 - d. Coordinate the activities of testing laboratory, quality assurance surveyor and special inspectors.
 - e. Monitor Storm Water Pollution Preparation Plan (SWPPP) for compliance
 - f. Construction Manager will make daily observation and inspection of the Contractor's construction to determine compliance with construction plans and specifications.
11. Provide complete support service for field personnel, including office support and communications equipment.
12. Maintain records to ensure Equal Employment Opportunity (EEO) requirements are performed and documented. Check certified payrolls against daily diaries and prevailing wages.
13. Perform all construction administrative activities, including correspondence and document control.
14. Document construction utilizing daily reports, diaries, monthly reports, telephone logs, photographs, field correspondence and other methods as appropriate. Weekly construction summary to be provided to CITY each week.
15. Prepare daily reports showing men and equipment used on the project, progress of the contractor, and any discussions with the contractor.
16. Identify potential claims and make recommendations to resolve them.
17.
 - a. Evaluate, recommend and prepare change orders.
 - b. Coordinate the design engineer's review and evaluation of the change orders.
 - c. Coordinate any design work needed for the change order with the design engineer.
18. Conduct off-site inspections of equipment or materials as authorized by the City.

19. Prepare and recommend approval of monthly progress payments and final payment. Track project costs.
20. Review, monitor, and ensure compliance of the project's Environmental Commitments Record.
21. Perform Biological and Paleontological surveys as required.
22. Monitor as-built record drawings maintained by the contractor on a regular basis.
23. Coordinate with designer and City staff the preparation of As-Builts and Project close out documentation.
24. a. Perform final inspection and prepare punch lists.
b. Submit to the City a statement that any deficiencies noted have been corrected. This statement must be made prior to issuance of the Certificate of Completion for this project.
25. a. Turn all construction documents over to the City.
b. Submit a project file containing copies of all pertinent correspondence, memorandums, calculations or other data developed during all phases of the project. When contracted work is accepted, all completed plans, drawings, documents, studies, photos, reproducible, recorded media, etc., used in the planning, research, design, bidding and construction of the project shall become the property of the City, including their copy rights and any inherited interests.

XII. RESPONSIBILITY MATRIX

The following table displays the main tasks (responsibilities, duties or work elements) to be performed by the City, the Construction Manager, the Design Consultant and the Construction Contractor.

RESPONSIBILITY MATRIX TABLE

(To be used with Sections III and IV. This table is not intended to be all inclusive)

CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION RESPONSIBILITY MATRIX P=Primary Responsibility S=Secondary Responsibility				
Tasks (Work Elements)	City	Construction Management Consultant	Design Consultant	Construction Contractor
Attend project review meeting(s) with City staff	P	S	S	
Conduct/attend preconstruction meeting	S	P	S	S
Issue Notice to Proceed	P			
Conduct periodic coordination meetings	S	P	S	
Prepare and distribute meeting minutes		P		
Review construction plans and specifications with contractor(s) after award of construction contract	S	P	S	P
Prepare detailed construction schedule				P
Review and approve construction schedule		P		
Monitor construction schedule		P		P
Collect, process and distribute Requests for Information (RFI)		P		S
Respond to RFI's and questions regarding the Plans and Specifications	S/P	S/P	P	
Maintain RFI log		P		S
Prepare and Distribute submittals for review		P		P
Review submittals	S	P/S	P	
Maintain submittal log		P		S
Maintain field files	S	P		
Copy and distribute correspondence		P		
Maintain correspondence log		P		
Perform daily inspection of the construction of the project		P		
Prepare weekly statements of working days and maintain daily diaries including Men & Materials diaries		P		
Determine compliance with construction plans and specifications		P	S	

Coordinate material testing		P		S
Tasks (Work Elements)	City	Construction Management Consultant	Design Consultant	Construction Contractor
Provide construction survey staking				P
Perform DBE Prompt Payment Interviews (City Form)	S	P		
Prepare formal letters to contractor	S	P	S	
Prepare and process change orders	S	P	S	
Prepare and approve monthly progress payments and final payment	S	P		
Prepare monthly status report		P		
Prepare punch-list		P		
Perform final inspection of the completed construction	S	P	S	
Conduct functional system testing	S	S		P
Maintain as-built plans		P		P
Review as-built plans	S	P		
Prepare as-built drawings			P	
Implement Air Pollution Control Requirements		S		P

APPENDIX "A"
GENERAL INFORMATION SHEET

**REQUEST FOR QUALIFICATIONS/
REQUEST FOR PROPOSAL
(RFQ/RFP)**

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California



Appendix "A" -- General Information Sheet

Construction Management Services for Centennial Corridor Project (Various Phases), Bakersfield, California

Date: _____

Legal Name of Firm: _____

Type of Organization: _____
Individual, Partnership or Corporation

For corporations, the state in which the firm is incorporated: _____

Federal Employer I.D. Number: _____

Street Address:

Mailing Address:

Telephone Number: _____

Facsimile Number: _____

_____ Name of Principal-in-charge	_____ Title	_____ License Number
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_____ Name of Project Manager	_____ Title	_____ License Number
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_____ Signature of an officer of the firm	_____ Title	_____ Date
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APPENDIX B
SAMPLE CONSULTANT'S AGREEMENT

**REQUEST FOR QUALIFICATIONS/
REQUEST FOR PROPOSAL
(RFQ/RFP)**

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

CONSTRUCTION MANAGEMENT AGREEMENT

This **CONSTRUCTION MANAGEMENT AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a chartered City and municipal corporation ("CITY"), and _____, authorized to conduct business in California ("MANAGER").

R E C I T A L S

WHEREAS, CITY is undertaking the following project: _____ (the "Project"); and

WHEREAS, CITY issued a Request for Qualifications/Request for Proposals ("RFQ/RFP") for construction management services for the Project, and MANAGER submitted a proposal; and

WHEREAS, MANAGER represents that it is an experienced, well qualified specialist in construction management for roadway projects and that it is competent to undertake, and has an adequate number of properly licensed and experienced employees on its staff to accomplish, the Scope of Work; and

WHEREAS, MANAGER has reviewed the RFQ/RFP and understands what is required to provide appropriate construction management services for the Project as outlined in the Scope of Work; and

WHEREAS, CITY does not currently have staff resources to provide construction management services for the Project; and

WHEREAS, based on MANAGER's representations, CITY desires to retain MANAGER to provide construction management services for the Project, as outlined herein; and

WHEREAS, the term MANAGER as used herein includes all officers of any corporation executing this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and MANAGER mutually agree as follows:

7. **SCOPE OF WORK.** MANAGER must competently and thoroughly provide construction management services as described in the RFQ/RFP, attached hereto and incorporated herein as **Exhibit A**, and as provided in the scope of work description prepared by MANAGER, attached hereto and incorporated herein as **Exhibit B**. Collectively, the RFQ/RFP and the scope of work description are referred

to herein as "Scope of Work." MANAGER's services must include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

8. **ALLOWABLE COSTS AND PAYMENT PROCEDURE.** The method of payment for this Agreement will be based on actual cost plus a fixed fee. CITY will reimburse MANAGER for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by MANAGER in performance of the work. MANAGER will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved MANAGER'S Cost Proposal, attached hereto and incorporated herein as **Exhibit C**, unless additional reimbursement is provided for by amendment of the Agreement. In no event will MANAGER be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the time to perform the obligations of this Agreement or actual costs reimbursable by CITY shall be adjusted by amendment of the Agreement to accommodate the changed work. Notwithstanding anything contrary herein, the total paid for **actual costs** herein may not exceed \$_____.
- 8.1. In addition to the allowable incurred costs, CITY will pay MANAGER a **fixed fee** of \$_____. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by amendment of the Agreement.
- 8.2. The total amount payable by CITY for performing the Scope of Work, inclusive of actual costs and the fixed fee, shall not exceed \$_____ ("**Compensation**").
- 8.3. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 8.4. When milestone cost estimates are included in the approved Cost Proposal, MANAGER must obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- 8.5. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- 8.6. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs, upon receipt by and approval of CITY's Contract Administrator of itemized invoices in triplicate. A pro rata portion of MANAGER's fixed fee will be included in the monthly progress payments. Invoices shall be submitted no later than 45 calendar days after

the performance of work for which MANAGER is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. CITY will withhold a portion of MANAGER's payment when required by the City of Bakersfield Municipal Code for the time period and purposes set forth therein. If applicable, CITY shall have the right to delay payment or terminate this Agreement in accordance with the provisions herein if MANAGER fails to submit the required deliverable items according to the Scope of Work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

CITY OF BAKERSFIELD

1600 Truxtun Avenue
Bakersfield, California 93301

- 8.7. The final invoice must contain the final cost and all credits due to CITY including any equipment purchased under the provisions herein. MANAGER may submit to CITY a final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to CITY's satisfaction; and, (3) Caltrans has issued its final ICR review letter. MANAGER MUST SUBMIT ITS FINAL INVOICE TO CITY no later than 60 days after occurrence of the last of these items.
- 8.8. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 8.9. MANAGER agrees and understands that CITY is relying on reimbursement of a majority of the Compensation from various state and federal programs. If at any time during the duration of this Agreement, such reimbursement ceases to be available due to no fault of CITY, CITY reserves the right to terminate this Agreement.
- 8.10. CITY reserves the right to reject any work that is inadequate or incomplete without being charged for any extra time or compensation by MANAGER.
- 8.11. MANAGER must notify CITY when the Scope of Work is 75% complete or when 75% of the budget for the Scope of Work has been expended.

9. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
10. **STATE PREVAILING WAGE RATES.**
- 10.1.1. MANAGER shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 10.1.2. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 10.1.3. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
11. **TIME FOR COMPLETION.** MANAGER shall complete all assigned tasks set forth in the Scope of Work no later than _____.
12. **TERM.** This Agreement will terminate upon completion of the Scope of Work or on _____, whichever is earlier. Should any claims against CITY or MANAGER arising out of the Scope of Work be asserted during the term of this Agreement, CITY and MANAGER may agree to extend the termination date of this Agreement.
13. **TERMINATION.** CITY reserves the right to terminate this Agreement upon thirty-calendar-days written notice to MANAGER with the reasons for termination stated in the notice.

13.1. CITY may terminate this Agreement with MANAGER should MANAGER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this Agreement with MANAGER, CITY shall pay MANAGER the sum due to MANAGER under this Agreement prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due MANAGER under this Agreement and the balance, if any, shall be paid to MANAGER upon demand.

13.2. If the Agreement is terminated for CITY's convenience, MANAGER will be paid for completed work and for termination costs. Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31. 205-42 (c) dealing with initial costs is not applicable to architectural and engineering agreement terminations.

14. **CONTRACT ADMINISTRATOR**. The Contract Administrator for CITY is:

Name
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3700

MANAGER's Construction Manager is designated as:

Name
Company
Address 1
Address 2
Phone

The Contract Administrator and the Construction Manager will be the primary contact persons for CITY and MANAGER, respectively.

15. **KEY PERSONNEL**. At CITY's request, MANAGER must name all key personnel to be assigned to perform the Scope of Work. All key personnel must be properly licensed and experienced for the Scope of Work. MANAGER must provide background for each of the key personnel including, without limitation, resumes and work experience in the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, MANAGER may not change such personnel without CITY's written approval. CITY reserves the right to request replacement of either MANAGER's employees or subcontractors who may not be

performing at an acceptable level. CITY intends to perform yearly performance reviews of MANAGER.

16. **INDEPENDENT CONTRACTOR.** This Agreement calls for MANAGER's performance of the Scope of Work as an independent contractor. MANAGER is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement may not be construed as forming a partnership or any other association with MANAGER other than that of an independent contractor.
17. **DIRECTION.** MANAGER retains the right to control or direct the manner in which the services described herein are performed.
18. **EQUIPMENT.** MANAGER will supply all equipment, tools, materials, and supplies necessary to perform the Scope of Work.
19. **EQUIPMENT PURCHASE.** Prior authorization in writing, by CITY'S Contract Administrator, shall be required before MANAGER enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or MANAGER services. MANAGER shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service, or consulting work not covered in MANAGER's Cost Proposal and exceeding \$5,000, MANAGER shall submit three competitive quotations along with the request for prior authorization to CITY's Contract Administrator, or the absence of bidding must be adequately justified. Any equipment purchased as a result of this Agreement is subject to the following: "MANAGER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, MANAGER may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures, and credit CITY in an amount equal to the sales price. If MANAGER elects to keep the equipment, fair market value shall be determined at MANAGER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to CITY and MANAGER, if MANAGER is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
20. **CONFLICTS OF INTEREST.**
 - 20.1. MANAGER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement, or any

ensuing CITY construction project. MANAGER shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing CITY construction project.

- 20.2. MANAGER hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- 20.3. MANAGER hereby certifies that neither MANAGER, its employees, nor any firm affiliated with MANAGER providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 20.4. MANAGER further certifies that neither MANAGER, nor any firm affiliated with MANAGER, will bid on any construction subcontracts included within the construction contract. Additionally, MANAGER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.
- 20.5. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.
21. **NO CITY INTEREST.** No officer or employee of CITY will hold any interest in this Agreement, (California Government Code 1090).
22. **ACCEPTANCE OF WORK.** The acceptance of work or payment for work by CITY will not constitute a waiver of any portion or any provision of this Agreement.
23. **LICENSES.** MANAGER must, at MANAGER's sole cost and expense, have at the time of bidding or proposal submission, and must keep in full force and effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for MANAGER to practice its profession in the State of California. MANAGER, if a corporation or partnership, must, at the time of bid or proposal submission, submit proof satisfactory to CITY that all appropriate corporate officers or partners are properly licensed professionals and that all employees or subcontractors assigned to perform professional work on the project or the Scope of Work are properly licensed. In any professional consulting firm, all key employees who are involved in providing advice to CITY must have no less than a four-year college degree in the appropriate field of study as determined by CITY. MANAGER must submit proof of the required education to CITY upon bid or proposal submission.
24. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement will not constitute a waiver of that party's right to

enforce such a provision at a later time, and will not serve to vary the terms of this Agreement.

25. **COMPLIANCE WITH ALL LAWS.** MANAGER must, at MANAGER's sole cost, comply with all applicable requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and must faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required. If the applicable requirements described above are subsequently amended, resulting in a material change in the Scope of Work or a related project schedule, the amended requirements may be included in the Scope of Work, if the parties to this Agreement concur.

26. **INDEMNITY.**

26.1. MANAGER must indemnify, defend, and hold harmless CITY and CITY's officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, arising from MANAGER's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by MANAGER or MANAGER's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

26.2. For work performed by MANAGER under this Agreement where the provisions of Civil Code section 2782.8 apply, the MANAGER must indemnify, defend, and hold harmless CITY and CITY's officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of MANAGER.

27. **INSURANCE.**

27.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, MANAGER must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

27.1.1. **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and

personal injury, with limits of not less than \$1,000,000 per occurrence.

27.1.2. Professional liability insurance, providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.

27.1.3. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

27.1.3.1. Provide contractual liability coverage for the terms of this Agreement;

27.1.3.2. Provide unlimited products and completed operations coverage;

27.1.3.3. Provide premises, operations, and mobile equipment coverage; and

27.1.3.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

27.1.4. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, MANAGER must submit to City the following certification before beginning any work under this Agreement:

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

By executing this Agreement, MANAGER is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

27.2. General Provisions Applying to All Insurance Types.

- 27.2.1.** All policies required of MANAGER must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, MANAGER may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 27.2.2.** All policies required of MANAGER must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of MANAGER's insurance and must not contribute with it.
- 27.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 27.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 27.2.5.** Full compensation for all premiums which the MANAGER is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 27.2.6.** It is further understood and agreed by MANAGER that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by MANAGER in connection with this Agreement.

27.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for MANAGER, and all subcontractors must agree in writing to be bound by the provisions of this section.

28. **THIRD PARTY CLAIMS.** CITY will timely notify MANAGER of third party claims relating to this Agreement. CITY will be allowed to recover from MANAGER, and MANAGER must pay on demand, all costs of notification.
29. **CONFIDENTIALITY.** During the term of this Agreement, MANAGER may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, MANAGER will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents MANAGER prepares and confidential information given to MANAGER under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.
30. **TITLE TO DOCUMENTS.** All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by MANAGER pursuant to the terms of this Agreement, will, upon preparation, become CITY's property.
31. **RESOURCE ALLOCATION.** All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
32. **COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.** MANAGER agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items. MANAGER also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to MANAGER that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by MANAGER to CITY.
33. **RETENTION OF RECORDS/AUDIT.** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, MANAGER, subcontractors, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence

pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of MANAGER and its certified public accountants (CPA), work papers that are pertinent to the contract, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- 34. AUDIT REVIEW PROCEDURE.** Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY'S Finance Director. Not later than 30 days after issuance of the final audit report, MANAGER may request a review by CITY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by CITY will excuse MANAGER from full and timely performance, in accordance with the terms of this Agreement. MANAGER's Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by MANAGER and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by MANAGER to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement's terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

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

- 34.1.1.** If the proposed rate is less than 150%, the provisional rate reimbursed will be 90% of the proposed rate.
- 34.1.2.** If the proposed rate is between 150% and 200%, the provisional rate will be 85% of the proposed rate.

- 34.1.3. If the proposed rate is greater than 200%, the provisional rate will be 75% of the proposed rate.
- 34.2. If Caltrans is unable to issue a cognizant letter as described above, Caltrans may require MANAGER to submit a revised independent, CPA-audited ICR and audit report within three months of the effective date of the management letter. Caltrans will then have up to six months to review the MANAGER's and/or the independent CPA's revisions.
- 34.3. If the MANAGER fails to comply with the provisions of this section, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

The provisional ICR will apply to this Agreement, and all other agreements executed between CITY and MANAGER, either as a prime or subcontract, with the same fiscal period ICR.

35. **COVENANT AGAINST CONTINGENCY FEES.** MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working for MANAGER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, CITY will have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
36. **CHANGES IN WORK.** Changes in work must only be made in accordance with this Agreement. If it is essential for extra work to be performed immediately, CITY's Contract Administrator and MANAGER's Construction Manager must agree in writing as to the scope of the extra work and the nature and, if possible, the amount of compensation therefore. As soon as possible, CITY's Contract Administrator must prepare an amendment to this Agreement and cause it to be approved as set forth in the Bakersfield Municipal Code.
37. **SUBCONTRACTING.**
- 37.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CITY and any subcontractor(s), and no subcontract shall relieve MANAGER of its responsibilities and obligations hereunder. MANAGER agrees to be as fully responsible to CITY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of

persons directly employed by MANAGER. MANAGER's obligation to pay its subcontractor(s) is an independent obligation from CITY'S obligation to make payments to MANAGER.

- 37.2. MANAGER shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CITY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- 37.3. MANAGER shall pay its subcontractors within ten calendar days from receipt of each payment made to MANAGER by CITY.
- 37.4. Any substitution of subcontractor(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subcontractor(s).

38. **DEBARMENT AND SUSPENSION CERTIFICATION.**

- 38.1. MANAGER's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that MANAGER has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years. Any exceptions to this certification must be disclosed to CITY.
- 38.2. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining MANAGER responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 38.3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

39. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** MANAGER warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY will have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of the work

actually performed, to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

40. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

MANAGER certifies to the best of his or her knowledge and belief that:

- 40.1.** No state-, federal-, or local agency-appropriated funds have been paid, or will be paid by, or on behalf of, MANAGER to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 40.2.** If any funds other than federal-appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the MANAGER must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 40.3.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 40.4.** MANAGER also agrees by signing this Agreement that it will require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients must certify and disclose accordingly.

41. DBE PARTICIPATION REQUIREMENTS. This Agreement is subject to additional clauses which are defined on the attached **Exhibit E** and are incorporated herein by reference.

42. CERTIFICATIONS. This Agreement is subject to additional clauses which are defined as the Certification of CITY, attached hereto as **Exhibit F**, and Certification of MANAGER, attached hereto as **Exhibit G**, both of which are incorporated herein by reference.

43. STATEMENT OF COMPLIANCE

- 43.1.** MANAGER's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that MANAGER has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 43.2.** During the performance of this Agreement, MANAGER and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. MANAGER and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MANAGER and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. MANAGER and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 43.3.** MANAGER shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 43.4.** MANAGER, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, MANAGER shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. MANAGER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

44. **MISCELLANEOUS.**

44.1. Governing Law. The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

44.2. Further Assurances. Each party must execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

44.3. Notices. All notices relative to this Agreement must be given in writing and personally served or sent by certified or registered mail and will be effective upon actual personal service or depositing in the United States mail. The parties will be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, California, 93301

MANAGER: _____

44.4. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable, or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

44.5. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

44.6. Interpretation. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

44.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be considered as an original and be effective as such.

44.8. Merger and Modification. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

44.9. Tax Numbers.

MANAGER's Federal Tax Identification No.: _____.

MANAGER is a corporation? Yes _____ No _____

(Please check one)

44.10. Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

44.11. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code does not apply to the interpretation of this Agreement.

44.12. News Releases/Interviews. All news releases, media interviews, testimony at hearings, and public comments relating to this Agreement by MANAGER are prohibited unless authorized by CITY.

44.13. Included Documents. Any bid documents, including, without limitation, any request for proposals, request for qualifications, and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"MANAGER"
MANAGER Name

By: _____
KAREN GOH, Mayor

By: _____
Name, Title

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

Exhibits: Exhibit A – Request for Qualifications/Request for Proposal
 Exhibit B – Scope of Work Description
 Exhibit C – Cost Proposal
 Exhibit D – Certificates of Insurance
 Exhibit E – DBE Requirements
 Exhibit F – Certification of City
 Exhibit G – Certification of Manager

SAMPLE AGREEMENT ACCEPTANCE

I have received and reviewed the sample CONSULTANT AGREEMENT including the INDEMNITY clause which was included in the City's RFQ. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ. This acceptance is made with the understanding that the Compensation and Time for Completion clauses will be modified or created to contain the amounts and dates established for this contract.

BY:_____

TITLE:_____

EXAMPLE ONLY

ATTACHMENT A

**REQUEST FOR QUALIFICATIONS/
REQUEST FOR PROPOSAL
(RFQ/RFP)**

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

EXAMPLE ONLY

ATTACHMENT B

SCOPE OF WORK

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

*To be supplied by Consultant upon successful negotiation of a contract to
perform services requested by this RFQ/RFP.*

EXAMPLE ONLY

ATTACHMENT C

COST PROPOSAL

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

*To be supplied by Consultant upon successful negotiation of a contract to
perform services requested by this RFQ/RFP.*

EXAMPLE ONLY

ATTACHMENT D

Certificates of Insurance

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

*To be supplied by Consultant upon successful negotiation of a contract to
perform services requested by this RFQ/RFP.*

EXAMPLE ONLY

ATTACHMENT E

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

IMPLEMENTATION AGREEMENT

AND

DBE PARTICIPATION REQUIREMENTS

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

*To be supplied by Consultant upon successful negotiation of a contract to
perform services requested by this RFQ/RFP.*

EXHIBIT 9-A CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS
ENTERPRISE IMPLEMENTATION AGREEMENT FOR LOCAL AGENCIES

CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
IMPLEMENTATION AGREEMENT
FOR
LOCAL AGENCIES

CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT

For the City/County of _____, hereinafter referred to as
"RECIPIENT."

I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV Annual DBE Submittal Form (§26.21)

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed "Local Agency DBE Annual Submittal Form (Exhibit 9-B)" by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)

RECIPIENT must meet the maximum feasible portion of its AADPL by using race neutral means of facilitating DBE participation. Race neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian-Pacific Americans.

VII Quotas (§26.43)

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

VIII DBE Liaison Officer (DBELO) (§26.25)

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment _____ to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX Federal Financial Assistance Agreement Assurance (§26.13)

RECIPIENT will sign the following assurance applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR, Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

X DBE Financial Institutions (§26.27)

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI Directory (§26.31)

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's Web site at : www.dot.ca.gov/hq/bep.

XII Required Contract Clauses (§§26.13, 26.29)

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boilerplate Contract Documents on the Internet at www.dot.ca.gov/hq/LocalPrograms under "Publications."]

B. Prompt Payment

Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

XIII Local Assistance Procedures Manual

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published *Local Assistance Procedures Manual* (LAPM).

XIV Transit Vehicle Manufacturers (§ 26.49)

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements; to certify that it has complied with the requirements of 49 CFR, Part 26, Section 49.

XV Bidders List (§26.11(c))

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of the firm.

XVI Reporting to the DLAE

RECIPIENT will promptly submit a copy of Local Agency Proposer UDBE Commitment (Consultant Contracts), (Exhibit 10-O1) or Local Agency Bidder UDBE Commitment (Construction Contracts) (Exhibit 15-G1) of the LAPM to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of Local Agency Proposer DBE Information (Consultant Contracts) (Exhibit 10-O2) or Local Agency Bidder DBE Information (Construction Contracts) (Exhibit 15-G2) or of the LAPM to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors of the LAPM immediately upon completion of the contract for each consultant or construction contract.

XVII Certification (§26.83(a))

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

XVIII Confidentiality

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By _____
(Signature)

Date: _____

(Print Name and Title) ADMINISTERING AGENCY
(Authorized Governing Body Representative)

Phone Number: _____

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

[Signature of DLAE]

Date: _____

[Print Name of DLAE]

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Updated: March 4, 2009)

Exhibit 10-01: Local Agency Consultant DBE Information

Consultant to Complete this Section			
<p>1. Local Agency Name: _____</p> <p>2. Project Location: _____</p> <p>3. Project Description: _____</p> <p>4. Consultant Name: _____</p> <p>5. Contract DBE Goal %: _____</p>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<div style="background-color: #d3d3d3; text-align: center; padding: 5px; margin-bottom: 10px;">Local Agency to Complete this Section</div> <p>16. Local Agency Contract Number: _____</p> <p>17. Federal-aid Project Number: _____</p> <p>18. Proposed Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:</p> <p>_____</p> <p>19. Local Agency Representative Name (Print)</p> <p>_____</p> <p>20. Local Agency Representative Signature 21. Date</p> <p>_____</p> <p>22. Local Agency Representative Title 23. (Area Code) Tel. No.</p> <p>_____</p>		<p>10. Total % Claimed</p> <p style="text-align: center;">_____ %</p>	<p>11. Preparer's Signature</p> <p>_____</p> <p>12. Preparer's Name (Print)</p> <p>_____</p> <p>13. Preparer's Title</p> <p>_____</p> <p>14. Date 15. (Area Code) Tel. No.</p> <p>_____</p>

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Exhibit 10-02: Local Agency Consultant DBE Information

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: _____		14. Total % Claimed	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			

23. Local Agency Representative Name (Print)			
24. Local Agency Representative Signature	25. Date		
26. Local Agency Representative Title	27. (Area Code) Tel. No.		
Caltrans to Complete this Section		15. Preparer's Signature	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		16. Preparer's Name (Print)	
		17. Preparer's Title	
		18. Date	
28. DLAE Name (Print)		19. (Area Code) Tel. No.	
29. DLAE Signature			
30. Date			

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment. (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

I. DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ RFP/Q Submittal Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Upon successful negotiation of an agreement to provide the services requested in this RFQ, the Consultant shall submit the following information to document adequate good faith efforts. Consultants should submit the following information even if the “Local Agency Consultant DBE Commitment” form indicates that the Consultant has met the DBE goal. This will protect the Consultant’s eligibility for award of the contract if the administering agency determines that the Consultant failed to meet the goal for various reasons, e.g., a DBE firm was not certified at the time of contract execution, or the Consultant made a mathematical error.

Submittal of only the “Local Agency Consultant DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the Consultant (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting their services for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the Consultant made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the Consultant with its own forces) into economically feasible units to facilitate DBE participation. It is

the Consultant's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Consultant Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the Consultant's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the Consultant's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY

EXAMPLE ONLY

ATTACHMENT F

CERTIFICATION OF CITY

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

CERTIFICATION OF CITY

**Construction Management Services for Centennial Corridor Project (various phases),
Bakersfield, California**

I HEREBY CERTIFY that I am the Public Works Director of the City of Bakersfield, and that the consulting firm of _____ or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Nicolas Fidler
Public Works Director

EXAMPLE ONLY

ATTACHMENT G

CERTIFICATION OF Manager

**Construction Management Services for
Centennial Corridor Project (Various Phases)**

Bakersfield, California

CERTIFICATION OF MANAGER

**Construction Management Services for Centennial Corridor Project (various phases),
Bakersfield, California**

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)

EXHIBIT B

SCOPE OF WORK



AECOM
5001 E.Commercenter Dr. Suite 100
Bakersfield CA 93309
www.aecom.com

818.414.1611 tel
661.395.0359 fax

August 21, 2018

Mr. Luis Topete, P.E.
City of Bakersfield
Thomas Roads Improvement Program (TRIP)
TRIP Program Manager
1600 Truxtun Avenue, Suite 300
Bakersfield, CA 93301

Subject: Scope of work for Bakersfield Freeway Connector Project –Scope of Work & Cost Proposal - Construction Management Services

Mr. Topete,

We thank you for the opportunity to provide AECOM's scope of work and cost proposal for Construction Management Services for the Bakersfield Freeway Connector Project. The Construction Management Services will address the following components:

A. Construction Phase

Perform construction inspection, materials and soils testing, source inspection, and construction management services for the project, including, but not limited to the following tasks or duties:

1.
 - a. Conduct pre-construction conferences, periodic progress meetings, job conferences and other project related meetings as required.
 - b. Prepare and circulate copies of meeting minutes and/or conference notes to City staff and other appropriate attendees.
2. Act as project coordinator and the point of contact for all communications and interaction between the City and the Contractor(s). Provide support for any inquiries from or responses to Local, State or Federal authorities. Construction Manager to communicate and coordinate with Caltrans when necessary.
3. Implement the latest version of **Contract Manager** document-tracking program for this project to ensure timely response to submittals, clarifications and correspondence.



4.
 - a. Review and analyze the Contractor's construction schedule(s) and updates.
 - b. Identify areas of concern or discrepancies with schedules.
 - c. Identify key milestones for action required by the City, Contractor, the Design Engineer and Construction Manager.
5.
 - a. Coordinate the design clarification process between the design engineer and contractor.
 - b. Issue necessary interpretations and clarifications of the contract documents.
 - c. Prepare change orders as required.
6.
 - a. Coordinate routing and review of submittals, including shop drawings.
 - b. Perform value engineering review of the Contractor's submittals and shop drawings.
 - c. Establish schedules for the design engineer's timely review.
 - d. Notify the City when submittals are not being reviewed within the scheduled period.
7. Review guarantees; bonds; certificates of inspections and tests, certificates of compliance, and maintenance and operation manuals.
8. Develop a claims avoidance/mitigation plan at the start of construction identifying how change orders and claims will be managed during the construction of the project to reduce the potential of unreasonable delays and extra costs.
9. In case of a claim, prepare position documents on behalf of the City and present the case during the Dispute Resolution Board hearing.
10.
 - a. Provide daily construction inspections.
 - b. Oversee quality control, materials, and equipment testing.
 - c. Review all certificates of inspections and tests.
 - d. Coordinate the activities of testing laboratory, quality assurance surveyor and special inspectors.
 - e. Monitor Storm Water Pollution Preparation Plan (SWPPP) for compliance
 - f. Construction Manager will make daily observation and inspection of the Contractor's construction to determine compliance with construction plans and specifications.
11. Provide complete support service for field personnel, including office support and communications equipment.



12. Maintain records to ensure Equal Employment Opportunity (EEO) requirements are performed and documented. Check certified payrolls against daily diaries and prevailing wages.
13. Perform all construction administrative activities, including correspondence and document control.
14. Document construction utilizing daily reports, diaries, monthly reports, telephone logs, photographs, field correspondence and other methods as appropriate. Weekly construction summary to be provided to CITY each week.
15. Prepare daily reports showing personnel and equipment used on the project, progress of the contractor, and any discussions with the contractor.
16. Identify potential claims and make recommendations to resolve them.
17.
 - a. Evaluate, recommend and prepare change orders.
 - b. Coordinate the design engineer's review and evaluation of the change orders.
 - c. Coordinate any design work needed for the change order with the design engineer.
18. Conduct off-site inspections of equipment or materials as authorized by the City.
19. Prepare and recommend approval of monthly progress payments and final payment. Track project costs.
20. Review, monitor, and ensure compliance of the project's Environmental Commitments Record.
21. Perform Biological and Paleontological surveys as required.
22. Monitor as-built record drawings maintained by the contractor on a regular basis.
23. Coordinate with designer and City staff the preparation of As-Builts and Project close out documentation.



24.
 - a. Perform final inspection and prepare punch lists.
 - b. Submit to the City a statement that any deficiencies noted have been corrected. This statement must be made prior to issuance of the Certificate of Completion for this project.

25.
 - a. Turn all construction documents over to the City.
 - b. Submit a project file containing copies of all pertinent correspondence, memorandums, calculations or other data developed during all phases of the project. When contracted work is accepted, all completed plans, drawings, documents, studies, photos, reproducible, recorded media, etc., used in the planning, research, design, bidding and construction of the project shall become the property of the City, including their copy rights and any inherited interests.

Most Cordially,

A handwritten signature in blue ink, appearing to read "Andres Roldan", is positioned above the printed name.

Andres Roldan, PE
Construction Manager
AECOM

EXHIBIT C
COST PROPOSAL

Exhibit 10-H COST PROPOSAL

ACTUAL COST-PLUS FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

CM services for Bakersfield Freeway Connectors Project
Contract No.
Consultant: AECOM Technical Services, Inc.

Date: 08/31/18

DIRECT LABOR

Classification	Name	Effective Date	2018		2019		2020		2021		Total
			Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
Construction Manager (1)	Andres Roldan	10/19/18 to 3/31/21	100	\$98.07	800	\$101.01	800	\$104.04	150	\$107.16	\$189,925.21
Structures Representative	Kriston Pelz	10/19/18 to 3/31/21	160	\$79.87	1300	\$82.27	1250	\$84.73	300	\$87.28	\$251,825.57
Roadway Inspector (1)	*Robert Stein	10/19/18 to 3/31/21	160	\$60.86	1000	\$62.69	1000	\$64.57	300	\$66.50	\$156,940.78
Structures Inspector (1)	*Shawn Marscheider	10/19/18 to 3/31/21	160	\$75.00	1600	\$77.25	1600	\$79.57	480	\$81.95	\$302,246.17
Project Procurement	Rosaida Harris	10/19/18 to 3/31/21	24	\$49.52	104	\$51.01	104	\$52.54	24	\$54.11	\$13,255.47
Safety Officer	Devon Molitor	10/19/18 to 3/31/21	16	\$45.00	104	\$46.35	104	\$47.74	24	\$49.17	\$11,685.56
Scheduler	Richard No	10/19/18 to 3/31/21	90	\$89.47	360	\$92.15	360	\$94.92	90	\$97.77	\$84,197.48
				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

(a) Subtotal Direct Labor C \$1,010,076.24

Escalation (3%)

(c) Total Direct Labor Cost: \$1,010,076.24

(d) FRINGE BENEFIT 36.37%

(e) Total Fringe Benefits [(c)x (d)] \$367,364.73

INDIRECT COSTS

(f) Overhead 54.69% (g) Overhead [c x f] \$552,410.69
(h) General & Admin 19.49% (i) General & Administrative [c x h] \$196,863.86

(j) Total Indirect Costs [e+g+i] \$1,116,639.28

FEE (Profit)

(q) Rate 9% (k) Total Fixed Profit [(c + j) x q] \$191,404.40

OTHER DIRECT COSTS (ODC)

(l) Travel Costs \$0.00
(m) Equipment & Supplies (Itemized) \$0.00
(n) Other Direct Costs (Itemized list attached) \$61,737.54
(o) Subconsultant costs (attached cost proposal) \$2,120,210.14
(p) Total Other Direct Costs [l + m + n] \$2,181,947.68

TOTAL COST [c + j + k + p] \$4,500,068

NOTES:

Employees subject to prevailing wage are marked with an asterisk (*). Any future DIR escalation of prevailing wage rate will be reflected in the billing rates in invoice.

Delta in prevailing wage base rate will be billed with full multiplier and delta in prevailing wage fringe benefits will be billed at unburdened cost.

ODC items should be based on actual costs and supported by historical data and other documentation.


ODC items that would be considered "tools of the trade" are not reimbursable.

ODC items should be consistently billed directly to all clients, not just when the client will pay for them as a direct cost.

ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate

(1) Key personnel

Exhibit 10-H ODC Schedule
CM services for Bakersfield Freeway Connectors Project

Contract No.:		CONTRACT PRICING PROPOSAL			
Consultant: AECOM					
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
	DESCRIPTIONS				
1	Field Office Trailer and Setup				
2	Field Office Trailer Monthly				
3	Field Office (Janitorial)				
4	Field Office Water Supply				
5	Field Office Utilities				
6	High speed internet connection				
7	Field personnel vehicles (total month units)	Personnel Months	66.43	717.35	\$47,652.54
8	Reproduction	Each	2000	\$0.50	\$1,000.00
9	Fax Machine	Each		\$250.00	
10	office supplies-paper/pens/ink toners	Each	2	\$5,000.00	\$10,000.00
11	Office Furnishings-chairs-desks-file cabinets	Each	0	\$250.00	\$0.00
12	Cameras (2 Digital)	Each	0	\$100.00	\$0.00
13	HIGH SPEED SCANNER	Each		\$4,500.00	\$0.00
14	Computer Hardware -field laptops	Each	2	\$1,000.00	\$2,000.00
15	Laser Printer (HP 8150 or Equivalent)	Each	0	\$400.00	\$0.00
16	HP 11 x 17 Color Printer	Each	0	\$750.00	\$0.00
17	Computer Networking (Outside Vendor)	Each		\$5,000.00	\$0.00
18	Computer Software (MS OFFICE 5 field Units)	Each		\$300.00	\$0.00
19	Computer Software (contract manager 5 Units)	Each		\$8,000.00	\$0.00
20	Film & Film Development	Each		\$10.00	\$0.00
21	Express Delivery Services (Fed EX)	Each	25	\$12.00	\$300.00
22	Mileage Travel **	Per Mile	1000	\$0.535	\$535.00
23	COURIER SERVICES	Each	5	\$50.00	\$250.00
TOTAL OTHER DIRECT COSTS:					\$61,737.54
<p>ODC items should be based on actual costs and supported by historical data and other documentation.</p> <p>ODC items that would be considered "tools of the trade" are not reimbursable.</p> <p>ODC items should be consistently billed directly to all clients, not just when the client will pay for them as a direct cost.</p> <p>ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate</p>					
<p>Consultant Name:</p> <div style="text-align: center;">  <hr style="width: 200px; margin: 0 auto;"/> <p>Signature</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>Andres Roldan</p> <hr style="width: 200px; margin: 0 auto;"/> <p>Printed Name</p> </div>					<p>Date Prepared:</p> <div style="text-align: center;"> <p>8/31/2018</p> <hr style="width: 100px; margin: 0 auto;"/> </div>
<div style="text-align: center; margin-top: 20px;"> <p>8/31/2018</p> <hr style="width: 200px; margin: 0 auto;"/> <p>Date</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>Senior Construction Manager</p> <hr style="width: 200px; margin: 0 auto;"/> <p>Print Title</p> </div>					

CONTRACT PRICING PROPOSAL

Contract No.: Consultant: AECOM		Consultant Initials V&A Inc		
Home Office Address: 975 S. Fair Oaks Ave, Pasadena, CA 91105		Location where work is to be performed: Bakersfield		
Services to be furnished: Construction Management CM Services-Bakersfield Freeway Connectors Project		Total Amount of Proposal: \$1,500,000.14		
DETAILED DESCRIPTION OF COST ELEMENTS				
1 LABOR (specify fuction/title)	Estimated Hours	Rate per Hour	Estimated Cost	Total Estimated Cost
<u>2019</u>				
Structures reviewer (Amador Perea)	1110	\$72.10	\$80,031.00	
* Field Engineer (Shannon, Clark)	1110	\$67.36	\$74,771.82	
* Field Inspector (Mike, Brook)	1110	\$72.53	\$80,508.30	
Administrative support (Jasmine, Jaime	500	\$38.00	\$19,000.00	
<u>2020</u>				
Structures reviewer (Amador Perea)	605	\$74.26	\$44,929.12	
* Field Engineer (Shannon, Clark)	605	\$69.38	\$41,976.63	
* Field Inspector (Mike, Brook)	605	\$74.71	\$45,197.07	
Administrative support (Jasmine, Jaime	425	\$39.14	\$16,634.50	
<u>2021</u>				
Structures reviewer (Amador Perea)	250	\$76.49	\$19,122.72	
* Field Engineer (Shannon, Clark)	250	\$71.46	\$17,866.09	
* Field Inspector (Mike, Brook)	250	\$76.95	\$19,236.77	
Administrative support (Jasmine, Jaime	80	\$40.31	\$3,225.14	
TOTAL DIRECT LABOR	6900			\$462,499.15
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost	
<u>2018</u>				
Structures reviewer (Amador Perea)	186.30%	\$80,031.00	\$149,097.75	
* Field Engineer (Shannon, Clark)	186.30%	\$74,771.82	\$139,299.90	
* Field Inspector (Mike, Brook)	186.30%	\$80,508.30	\$149,986.96	
Administrative support (Jasmine, Jaime	186.30%	\$19,000.00	\$35,397.00	
<u>2019</u>				
Structures reviewer (Amador Perea)	186.30%	\$44,929.12	\$83,702.94	
* Field Engineer (Shannon, Clark)	186.30%	\$41,976.63	\$78,202.46	
* Field Inspector (Mike, Brook)	186.30%	\$45,197.07	\$84,202.14	

City of Bakersfield
CM Services -Bakersfield Freeway Connectors project
CONTRACT PRICING PROPOSAL

Contract No.:		Consultant Initials		
Consultant: AECOM		V&A Inc		
Home Office Address:		Location where work is to be performed:		
975 S. Fair Oaks Ave, Pasadena, CA 91105		Bakersfield		
Services to be furnished: Construction Management CM Services-Bakersfield Freeway Connectors Project		Total Amount of Proposal: \$1,500,000.14		
DETAILED DESCRIPTION OF COST ELEMENTS				
Administrative support (Jasmine, Jaime	186.30%	\$16,634.50	\$30,990.07	
<u>2020</u>				
Structures reviewer (Amador Perea)	186.30%	\$19,122.72	\$35,625.63	
* Field Engineer (Shannon, Clark)	186.30%	\$17,866.09	\$33,284.52	
* Field Inspector (Mike, Brook)	186.30%	\$19,236.77	\$35,838.10	
Administrative support (Jasmine, Jaime	186.30%	\$3,225.14	\$6,008.43	
Note:				
Employees subject to prevailing wages are marked with an asterisk (*). Any future DIR escalation of prevailing wage rate will be reflected in the billing rates in invoice.				
Delta in prevailing wage base rate will be billed with full multiplier and delta in prevailing wage fringe benefits will be billed at unburdened cost.				
TOTAL LABOR OVERHEAD				\$861,635.91
3 TRAVEL			Estimated Cost	
a. None			\$0.00	
TOTAL TRAVEL COST:				\$0.00
4 SUBCONSULTANTS			Estimated Cost	
a. None			\$0.00	
TOTAL SUBCONSULTANT COST:				\$0.00
5 OTHER DIRECT COSTS (itemize on last page)				\$56,692.92
6 TOTAL DIRECT LABOR AND OVERHEAD (Total of item 1 & 2)				\$1,324,135.06
7 FEE (9% of Item 6)				\$119,172.16
(Total of Item 3 to 7) TOTAL ESTIMATED COST AND FEE:				\$1,500,000.14

City of Bakersfield
CM Services -Bakersfield Freeway Connectors project


Contract No.:		CONTRACT PRICING PROPOSAL			
Consultant: V&A Inc					
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION				ESTIMATED COST
5	DESCRIPTIONS	Unit	Quantity	Unit Cost	
a	Express Delivery Services	Each	0	\$0.00	\$0.00
b	Lease	Hrs	5895	\$8.75	\$51,581.25
c	Computer Networking	Lump Sum	1	\$3,000.00	\$3,000.00
d	Equipment, training certification	Lump Sum	1	\$2,111.67	\$2,111.67
TOTAL OTHER DIRECT COSTS:					\$56,692.92
Notes:					
1) Consultant certified that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
2) All items will be paid based on receipts, unless noted otherwise					
Consultant Name:					Date Prepared:
					
08/22/20108					08/22/20108
Signature					
Date					
Jose Valle					
CEO					
Printed Name					
Print Title					

Exhibit 10-H COST PROPOSAL
ACTUAL COST-PLUS FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

City of Bakersfield - Freeway Connectors Project
Contract No.
Sub Consultant: BSK Associates

Date: 08/29/18

DIRECT LABOR

Classification	Name	Effective Date	2019		2020		2021		Total
			Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
Project Manager	Adam Terronez	7/17/18	20	\$55.95	20	\$57.63	20	\$59.36	\$3,458.72
Assistant Project Manager	Nick Rossiter	7/17/18	25	\$30.90	25	\$31.83	25	\$32.78	\$2,387.72
Administrative Assistant	Melissa Campanella	7/17/18	30	\$16.50	30	\$17.00	30	\$17.50	\$1,530.00
Engineering Technician- (Group I Classification)	Kevin Wall*	7/17/18	80	\$73.12	70	\$75.31	60	\$77.57	\$15,775.93
Engineering Technician- (Group I Classification)	Craig Richardson*	7/17/18	80	\$73.12	70	\$75.31	60	\$77.57	\$15,775.93
Engineering Technician- (Group I Classification)	Geronimo Fegalquin*	7/17/18	80	\$73.12	70	\$75.31	60	\$77.57	\$15,775.93
Engineering Technician- (Group I Classification)	Jesus Flores*	7/17/18	80	\$73.12	70	\$75.31	60	\$77.57	\$15,775.93
Engineering Technician- (Group I Classification)	Dante Major*	7/17/18	80	\$73.12	70	\$75.31	60	\$77.57	\$15,775.93
Engineering Technician- (Group II Classification)	Nick Rossiter*	7/17/18	25	\$74.90	30	\$77.15	30	\$79.46	\$6,570.75

(a) Subtotal Direct Labor Costs \$92,826.85

* Escalation (3%)

(c) Total Direct Labor Costs \$92,826.85

(d) FRINGE BENEFITS **43.04%**

(e) Total Fringe Benefits [(c)x (d)] \$39,952.68

INDIRECT COSTS

(f) Overhead **142.04%**
(h) General & Admin **0.00%**

(g) Overhead [c x f] \$131,851.25

(i) General & Administrative [c x h] \$0.00

(j) Total Indirect Costs [e+g+i] \$171,803.93

FEE (Profit)
(q) Rate **9%**

(k) Total Fixed Profit [(c + j) x q] \$23,816.77

OTHER DIRECT COSTS (ODC)

(l) Travel Costs \$980.00
(m) Equipment & Supplies (Itemized) \$485.00
(n) Other Direct Costs (ODC shedule attached) \$100,087.00
(o) Subconsultant costs (attached cost proposal) \$0.00

(p) Total Other Direct Costs [l + m + n + o] \$101,552.00

TOTAL COST [c + j + k + p] \$390,000

NOTES:

Employees subject to prevailing wage will be marked with an asterisk (*)
ODC items should be based on actual costs and supported by historical data and other documentation.
ODC items that would be considered "tools of the trade" are not reimbursable.
ODC items should be consistently billed directly to all clients, not just when the client will pay for them as a direct cost.
ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate

Exhibit 10-H ODC Schedule
CM Services - Freeway Connectors Project


Contract No.: TBD		CONTRACT PRICING PROPOSAL			
Consultant: BSK Associates					
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION				ESTIMATED COST
5	DESCRIPTIONS	Unit	Quantity	Unit Cost	
a	Soil Maximum Density (CT216)	each	40	\$215	\$8,600
b	Aggregate_LA Rattler	each	3	\$275	\$825
c	Aggregate basecoarse_R-Value	each	6	\$380	\$2,280
d	Aggregate_Sieve Analysis	each	80	\$165	\$13,200
e	Aggregate_Sand Equivalent	each	80	\$130	\$10,400
f	Aggregate_Durability	each	80	\$240	\$19,200
g	Aggregate_Cleanness Value	each	80	\$175	\$14,000
h	Structural Concrete_Compressive Strength	each	100	\$135	\$13,500
i	Concrete Pavement_Flex Beam	each	20	\$275	\$5,500
j	HMA_Hamburg Wheel	each	2	\$2,520	\$5,040
k	HMA_Gyratory Compactor	each	2	\$320	\$640
l	HMA_Theoretical Maximum Density	each	6	\$230	\$1,380
m	HMA_Air Void Content	each	30	\$32	\$960
n	HMA Cores_Bulk Specific Gravity	each	30	\$53	\$1,590
o	TBD for Bearing Material	each	2	\$1,200.00	\$2,400
d	Mileage	Miles	1050	\$0.545	\$572
TOTAL OTHER DIRECT COSTS:					\$100,087
<p>ODC items should be based on actual costs and supported by historical data and other documentation.</p> <p>ODC items that would be considered "tools of the trade" are not reimbursable.</p> <p>ODC items should be consistently billed directly to all clients, not just when the client will pay for them as a direct cost.</p> <p>ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate</p>					
<p>Consultant Name:</p> <div style="text-align: center;">  <hr style="width: 200px; margin: 0 auto;"/> <p>Signature</p> </div> <div style="text-align: center;"> <p>Adam Terronez, PE, GE</p> <hr style="width: 200px; margin: 0 auto;"/> <p>Printed Name</p> </div>					<p>Date Prepared:</p> <div style="text-align: center;"> <p>8/29/2018</p> <hr style="width: 150px; margin: 0 auto;"/> <p>Date</p> </div> <div style="text-align: center;"> <p>Bakersfield Branch Manager</p> <hr style="width: 150px; margin: 0 auto;"/> <p>Print Title</p> </div>

Exhibit 10-H COST PROPOSAL
ACTUAL COST-PLUS FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

City of Bakersfield - Bakersfield Freeway Connector Project
Contract No.
Sub Consultant: Paleo Solutions, Inc.

Date: 08/29/18

DIRECT LABOR

Classification	Name	Effective Date	2017		2018		2019		Total
			Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
Project Manager/Principal Paleontologist	Geraldine Aron*	1/1/2017		\$75.00		\$77.25	10	\$79.57	\$795.68
Principal Paleontologist	Paul Murphey, Ph.D.*	1/1/2017		\$57.69		\$59.42	2	\$61.20	\$122.41
Principal Paleontologist	Courtney Richards*	1/1/2017		\$38.46		\$39.61	40	\$40.80	\$1,632.09
Safety Officer	Jeff Hathaway, PG	1/1/2017		\$30.00		\$30.90	20	\$31.83	\$636.54
Assistant Project Manager	Meghan Lamb	1/1/2017		\$31.50		\$32.45	16	\$33.42	\$534.69
Field Director	Joey Raum	1/1/2017		\$26.44		\$27.23	14	\$28.05	\$392.70
Supervisor	Kate Zubin-Stathopolous	1/1/2017		\$26.00		\$26.78	4	\$27.58	\$110.33
GIS Specialist	Barbara Webster	1/1/2017		\$30.00		\$30.90	8	\$31.83	\$254.62
Technician	Maria Espinoza-Robinson	1/1/2017		\$25.00		\$25.75	88	\$26.52	\$2,333.98
Technician	Madeline Weigner	1/1/2017		\$20.00		\$20.60	144	\$21.22	\$3,055.39
Technician	Cecilio Garcia Robert Ebelhar	1/1/2017		\$18.00		\$18.54	74	\$19.10	\$1,413.12

(a) Subtotal Direct Labor Costs \$11,281.55

* Escalation (3%)

(c) Total Direct Labor Costs \$11,281.55

(d) FRINGE BENEFITS **74.87%**

(e) Total Fringe Benefits [(c)x (d)] \$8,446.49

INDIRECT COSTS

(f) Overhead **76.72%** (g) Overhead [c x f] \$8,655.20

(h) General & Admin **21.99%** (i) General & Administrative [c x h] \$2,480.81

(j) Total Indirect Costs [e+g+i] \$19,582.51

FEE (Profit)

(q) Rate **9%** (k) Total Fixed Profit [(c + j) x q] \$2,777.77

OTHER DIRECT COSTS (ODC)

(l) Travel Costs \$0.00

(m) Equipment & Supplies (Itemized) \$0.00

(n) Other Direct Costs (ODC shedule attached) \$7,307.00

(o) Subconsultant costs (attached cost proposal) \$0.00

(p) Total Other Direct Costs [l + m + n + o] \$7,307.00

TOTAL COST [c + j + k + p] \$40,949

NOTES:

Key employees will be marked with an asterisk (*)

ODC items should be based on actual costs and supported by historical data and other documentation.

ODC items that would be considered "tools of the trade" are not reimbursable.

ODC items should be consistently billed directly to all clients, not just when the client will pay for them as a direct cost.

ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate

Exhibit 10-H ODC Schedule
CM Services - Kern River Bridge Improvements Project (KRBI)


Contract No.: TBD		CONTRACT PRICING PROPOSAL			
Consultant:					
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION				ESTIMATED COST
5	DESCRIPTIONS	Unit	Quantity	Unit Cost	
a	Lodging	Day	40	\$100.80	\$4,032.00
b	Meal Per Diem	Day	40	\$41.00	\$1,640.00
c	Postage	Overnight	0	\$0.00	\$0.00
d	Mileage	Miles	3000	\$0.545	\$1,635.00
TOTAL OTHER DIRECT COSTS:					\$7,307.00
<p>ODC items should be based on actual costs and supported by historical data and other documentation.</p> <p>ODC items that would be considered "tools of the trade" are not reimbursable.</p> <p>ODC items should be consistently billed directly to all clients, not just when the client will pay for them as a direct cost.</p> <p>ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate</p>					
<p>Consultant Name:</p> <div style="text-align: center; margin-top: 20px;">  </div> <p>Signature</p> <div style="text-align: center; margin-top: 20px;"> <p>7/18/2018</p> <p>_____</p> <p>Date</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>Geraldine Aron</p> <p>_____</p> <p>Printed Name</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>CEO</p> <p>_____</p> <p>Print Title</p> </div>					<p>Date Prepared:</p> <div style="text-align: center; margin-top: 20px;"> <p>7/18/2018</p> <p>_____</p> </div>

EXHIBIT 10-H COST PROPOSAL (CANNON PROJECT NO. 170815) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Cannon Corporation Contract No. _____ Date 7/17/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				\$0.00
Survey Tech V	Patrick Champion	40	\$36.83	\$1,473.20
Survey Tech VI	Paul Seroka	20	\$41.00	\$820.00
2-Man Survey Crew	Paul Seroka, Patrick Champion	120	\$77.83	\$9,339.60
Chief Surveyor	Dan Hutchinson, PLS	4	\$66.16	\$264.64
Associate Land Surveyor	Burl Steude, PLS	6	\$52.89	\$317.34
Administrative Assistant	Yvonne Grieco	8	\$31.93	\$255.44
Administrative Assistant	Serena Castillo	8	\$17.75	\$142.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals:				206 \$12,612.22

LABOR COSTS

a) Subtotal Direct Labor Costs	\$12,612.22
b) Anticipated Salary Increases (see page 2 for sample)	\$304.96
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$12,917.18

FRINGE BENEFITS

d) Fringe Benefits (Rate: <u>59.44%</u>)	e) Total Fringe Benefits
	[(c) x (d)] \$7,677.97

INDIRECT COSTS

f) Overhead (Rate: <u>54.75%</u>)	g) Overhead [(c) x (f)]	\$7,072.16
h) General and Administrative (Rate: <u>66.00%</u>)	i) Gen & Admin [(c) x (h)]	\$8,525.34
j) Total Indirect Costs [(e) + (g) + (i)]		\$23,275.47

FEE (Profit)

q) (Rate: <u>9.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$3,257.34
--------------------------	---	-------------------

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	0	\$0.54	\$0.00
m) Equipment Rental and Supplies (itemize)	0	\$0.00	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	0	\$0.00	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	0	\$0.00	\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$0.00
TOTAL COST [(c) + (j) + (k) + (p)]			\$39,450.00

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Cannon Corporation Contract No. _____ Date 7/17/2017

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$12,612.22	206	=	\$61.22	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.22	+	3%	=	\$63.06	Year 2 Avg Hourly Rate
Year 2	\$63.06	+	3%	=	\$64.95	Year 3 Avg Hourly Rate
Year 3	\$64.95	+	3%	=	\$66.90	Year 4 Avg Hourly Rate
Year 4	\$66.90	+	3%	=	\$68.91	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	206.0	=	82.4	Estimated Hours Year 1
Year 2	40.00%	*	206.0	=	82.4	Estimated Hours Year 2
Year 3	20.00%	*	206.0	=	41.2	Estimated Hours Year 3
Year 4		*	206.0	=	0.0	Estimated Hours Year 4
Year 5		*	206.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	206.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.22	*	82	=	\$5,044.89	Estimated Hours Year 1
Year 2	\$63.06	*	82	=	\$5,196.23	Estimated Hours Year 2
Year 3	\$64.95	*	41	=	\$2,676.06	Estimated Hours Year 3
Year 4	\$66.90	*	0	=	\$0.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$12,917.18	
Direct Labor Subtotal before Escalation				=	\$12,612.22	
Estimated total of Direct Labor Salary Increase				=	\$304.96	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT D

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2018

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-18-19		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
06 2020		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED AECOM AECOM Technical Services, Inc. 5001 E. Commercenter Drive, Suite 100 Bakersfield, CA 93309		INSURER A : ACE American Insurance Company		22667
		INSURER B : N/A		N/A
		INSURER C : Illinois Union Insurance Co		27960
		INSURER D : SEE ACORD 101		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

LOS-002402057-01

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G71093669	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25157229	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ACORD 101	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 "CLAIMS MADE"	04/01/2018	04/01/2019	Per Claim/Agg Defense Included	\$1,000,000

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

Re: AECOM Project No: 04191436.2125; Client Reference No: WWTP 3 Polymer

City of Bakersfield and its mayor, council, officers, agents, employees, and designated volunteers are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC. Contractual Liability is included in the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield Public Works Wastewater Division 6901 McCutchen Road Bakersfield, CA 93313	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel

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AGENCY CUSTOMER ID: CN101348564LOC #: Los Angeles**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 5001 E. Commercenter Drive, Suite 100 Bakersfield, CA 93309
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C64788759	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C64788723	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C64788747	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C64788802	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific qualified entities self-insured in the state of Ohio

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

POLICY NUMBER: HDO G71093669

Endorsement Number: 3

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: ISA H25157229

Endorsement Number: 8

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract or provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Workers' Compensation and Employers' Liability Policy

Named Insured AECOM 999 TOWN & COUNTRY ROAD ORANGE CA 92868	Endorsement Number
	Policy Number
Policy Period 04-01-2018 TO 04-01-2019	Symbol WLR Number C64788723 Effective Date of Endorsement 04-01-2018
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
<small>Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.</small>	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ☐ **Specific Waiver**

Name of person or organization:

☒ **Blanket Waiver**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

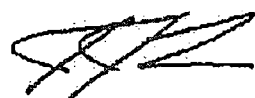
2. **Operations:**

ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT

3. **Premium:**

The premium charge for this endorsement shall be 20 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. **Minimum Premium : \$0**



Authorized Agent

EXHIBIT E

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

IMPLEMENTATION AGREEMENT

AND

DBE PARTICIPATION REQUIREMENTS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Bakersfield 2. Contract DBE Goal: 11%
3. Project Description: Bakersfield Freeway Connector Project (Centennial Corridor)
4. Project Location: SR-58 & SR-99 Interchange
5. Consultant's Name: AECOM Technical Services, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Inspection support	CUCP-37559	Jose Valle - V&A Inc 975 S. Fair Oaks, RASADENA CA 91105	33.3%
Relco and Archeology support	CUCP-37411	Geraldine Aaron 911 S. Primrose Ave, Monrovia CA 91016	1%
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	34.3%
18. Federal-Aid Project Number: <u>PRNSL-5109(245)</u>			
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
20. Local Agency Representative's Signature <u>Gilbert Vega</u>	21. Date <u>661-326-3459</u>	12. Preparer's Signature <u>ANDRES ROLDAN</u>	13. Date <u>10/23/13</u>
22. Local Agency Representative's Name <u>Engineer II</u>	23. Phone	14. Preparer's Name <u>SENIOR CONSTRUCTION MANAGER</u>	15. Phone <u>818-414-1611</u>
24. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Bakersfield 2. Contract DBE Goal: 11%
3. Project Description: Bakersfield Freeway Connector Project (Centennial Corridor)
4. Project Location: SR-58 & SR-99 Interchange
5. Consultant's Name: AECOM Technical Services 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$4,505,649.00
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Inspection support	CUCP-37559	Jose Valle V&A Inc 975 S. Fair Oaks, Pasadena CA 91105	\$1,500,000
Paleo and Archeology support	CUCP-37411	Geraldine Aaron 911 S. Primrose Ave, Monrovia, CA 91016	\$40,949.00
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	21. Federal-Aid Project Number: <u>PRNSL-5109(245)</u>	14. TOTAL CLAIMED DBE PARTICIPATION	\$1,540,949
22. Contract Execution Date: _____			34 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature <u>Gilbert Vega</u>	24. Date <u>661-326-3459</u>	15. Preparer's Signature <u>ANDRES ROLDAN</u>	16. Date <u>10/23/13</u>
25. Local Agency Representative's Name <u>Engineer II</u>	26. Phone <u>661-326-3459</u>	17. Preparer's Name <u>SENIOR CONSTRUCTION</u>	18. Phone <u>213-414-1611</u>
27. Local Agency Representative's Title		19. Preparer's Title <u>MANAGER</u>	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT F

CERTIFICATION OF CITY

CERTIFICATION OF CITY

**Construction Management Services for
Bakersfield Freeway Connector Project (Centennial Corridor)
Bakersfield, California**

I HEREBY CERTIFY that I am the Public Works Director of the City of Bakersfield, and that the consulting firm of **AECOM TECHNICAL SERVICES, INC.** or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Nicolas Fidler
Public Works Director

EXHIBIT G

CERTIFICATION OF Manager

CERTIFICATION OF MANAGER

**Construction Management Services for
Bakersfield Freeway Connector Project (Centennial Corridor)
Bakersfield, California**

I HEREBY CERTIFY that I am the **Manager** and duly authorized representative of the firm of **AECOM Technical Services, Inc.** whose address is **5001 East Commercenter Drive Suite 100, Bakersfield, Ca 93309**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)

AGREEMENT NO. 14-288(6)

AMENDMENT NO. (6) TO AGREEMENT NO. 14-288

THIS **AMENDMENT NO. 6 TO AGREEMENT NO. 14-288** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **PARSONS TRANSPORTATION GROUP Inc.**, an Illinois Corporation ("CONSULTANT" herein).

R E C I T A L S

WHEREAS, CITY and CONSULTANT entered into Agreement No. 14-288 on November 19, 2014 for Preliminary Engineering Services and completion of the Environmental Document for the Centennial Corridor Project ("PROJECT" herein); and

WHEREAS, on June 29, 2016, CITY and CONSULTANT entered into Amendment No. 1 to this Agreement for additional Design Services and Completion of Plans, Specifications, and Cost Estimate for PROJECT, for an additional amount not to exceed \$11,320,054; and

WHEREAS, on March 29, 2017, CITY and CONSULTANT entered into Amendment No. 2 to this Agreement for additional Design Support Services during construction activities for the construction of the Kern River Bridge Improvements Project (Centennial Corridor Phase 1 Project), for an additional amount not to exceed \$449,822; and

WHEREAS, on December 13, 2017, CITY and CONSULTANT entered into Amendment No. 3 to this Agreement for additional design services, studies and support to segment portions of the Centennial Corridor Project to apply for potential state and federal grants, for an additional amount not to exceed \$3,409,875; and

WHEREAS, on July 18, 2018, CITY and CONSULTANT entered into Amendment No. 4 to this Agreement for additional design services to consolidate the Centennial Corridor Mainline and Interchange Connector projects into a single construction package, for an additional amount not to exceed \$1,685,011; and

WHEREAS, on August 15, 2018, CITY and CONSULTANT entered into Amendment No. 5 to this Agreement for additional Design Support Services during construction activities for the construction of the Belle Terrace Operational Improvements Project (a part of Centennial Corridor), for an additional amount not to exceed \$480,630; and

WHEREAS, after the construction plans for Bakersfield Freeway Connector Project (Centennial Corridor) were completed and accepted by the State Department of Transportation (Caltrans), the City proceeded to advertise, bid, and award the construction project; and

WHEREAS, the City now necessitates design support services during the construction activities from CONSULTANT as required for this type of construction project; and

WHEREAS, CONSULTANT has submitted a supplemental Scope of Work and supplemental Cost Proposal which are attached as **Exhibit B-6** and **Exhibit C-6** respectively and incorporated herein by reference; and

WHEREAS, the additional cost for these Scope of Services is not to exceed **\$418,000**; and

WHEREAS, the CITY and CONSULTANT now desire to enter into this Amendment No. Six (6) to Agreement 14-288.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

1. Section 1 of Agreement No. 14-288 entitled "SCOPE OF WORK" is hereby amended to read as follows:

1. **SCOPE OF WORK.** CONSULTANT must competently and thoroughly provide Engineering and Environmental Support Services more specifically described in the Request for Proposal (Exhibit A) and incorporated herein by this reference, and in CONSULTANT's scope of work, described in Exhibit B, Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5, and attached **Exhibit B-6** and incorporated herein by this reference (collectively, the project description in Exhibit A and CONSULTANT's scope of work are referred to as "Scope of Work"). CONSULTANT's cost proposal is described in Exhibit C, Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5, and

attached **Exhibit C-6** and incorporated herein by this reference.

CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. Section 2 of Agreement No. 14-288 entitled "COMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION.** In exchange for performing the Scope of Work, the method of payment for this contract will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified below shall not be exceeded, unless authorized by contract amendment.

- 2.1. **Actual Costs.** CITY will reimburse CONSULTANT's actual costs in an amount not to exceed **\$32,953,180** exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment.

- 2.2. **Fixed Fee.** CITY will pay DESIGN CONSULTANT a fixed fee of **\$2,543,818** on a monthly basis based upon the percentage of the Scope of Work completed. The fixed

fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

The Compensation, including the fixed fee, will not exceed the sum of **\$35,496,998**, and will be the total compensation paid under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay only the Compensation unless otherwise agreed to in writing by the parties. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

CONSULTANT agrees and understands that CITY is relying on reimbursement of a majority of the Compensation from various programs within the SAFETEA-LU Federal Transportation Bill. If at any time during the duration of this Agreement, such reimbursement ceases to be available due to no fault of CITY, CITY reserves the right to terminate this Agreement.

3. Section 5 of Agreement No. 14-288 entitled "TIME FOR COMPLETION" is hereby amended to read as follows:
 5. **TIME FOR COMPLETION.** CONSULTANT must complete the Scope of Work by June 30, 2022.
4. The first paragraph of Section 6 of Agreement No. 14-288 entitled "TERM AND TERMINATION" is hereby amended to read as follows:
 6. **TERM AND TERMINATION.** This Agreement will terminate upon completion of the Scope of Work or on June 30, 2023, whichever is earlier. Should any claims against CITY or CONSULTANT arising out of the Scope of Work be asserted during the term of this Agreement, CITY and CONSULTANT may agree to extend the termination date of this Agreement.
5. Except as amended herein, all provisions of Agreement No. 14-288, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to Agreement No 14-288 to be executed the day and year first above written.

Signatures on the following page.

"CITY"

CITY OF BAKERSFIELD

By: _____

KAREN GOH

Mayor

"CONSULTANT"

PARSONS TRANSPORTATION GROUP INC.

By: _____

CHRIS JOHNSON

VP Civil/Structures Regional Manager

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____

ANDREW HEGLUND

Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:

PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER

Public Works Director

COUNTERSIGNED:

By: _____

NELSON SMITH

Finance Director

Attachments: Exhibit B-6 - Supplemental Scope of Work
Exhibit C-6 - Supplemental Cost Proposal

AMENDMENT No. 6 TO AGREEMENT 14-288

S:\1 - TRIP PROJECTS\04g -Bakersfield Freeway Connector\550 - Construction\550B - Contract
Amendments\Parsons\Amendment 6 To Agreement 14-288.docx

EXHIBIT B-6

Exhibit B-6



MEMORANDUM

Date: August 15, 2018

To: Nick Fidler, Public Works Director – Luis Topete, Civil Engineer IV

From: Gregory Gharib, Parsons Transportation Group

Subject: Bakersfield Freeway Connector - Design Support During Construction Services

Parsons is pleased to present you with this proposal and cost estimate for the Design and Engineering Support During Construction tasks associated with the Bakersfield Freeway Connector Project (Project). Parsons will be responsible for performing Project Management and performing Bid and Construction Support. Our detailed scope is described below.

Project Description

The Project will construct a new freeway connector loop from westbound SR 58 to southbound SR 99 with an auxiliary lane. The Project will also increase southbound SR 99 capacity by grade separating the local street off ramp and the freeway to freeway onramp.

- Construct sound walls to mitigate noise for current and future residents.
- Construct an eastbound SR 58 to southbound SR 99 connector segment.
- Construct a grade separated off ramp for southbound SR 99 to Ming and a grade separated interchange for the westbound SR 58 to southbound SR 99 to improve traffic flow and safety when weaving.
- Construct an auxiliary lane for the freeway to freeway on ramp traffic.

1.0 Project Management

1.1 Project Controls & Administration

Acting as Prime Consultant, Consultant will execute subcontracts with sub-Consultants and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements. Consultant will be the primary contact for City of Bakersfield. This task will also include communication/ coordination efforts by the Project Manager as part of the overall management of the project.

1.2 Meetings

Over the course of project, numerous meetings will be required to advance the construction. It is assumed there will be an average of two (2) meetings per month during the duration of this contract (including the monthly PDT meeting).

1.3 Maintain Complete Project Files

Consultant will follow a uniform filing system, in accordance with Caltrans requirements, and will maintain complete project files on an on-going basis. Consultant will maintain all required records/documents for at least three years after City of Bakersfield makes final payment and all pending matters are closed. City of Bakersfield or any of its duly authorized representatives, will have access to any documents, books, papers, and records of Consultant (which are directly pertinent to this project) for the purpose of making an audit, examination, excerpts, and transcriptions.

Deliverables: Complete Project Files

2.0 Bid and Construction Support

2.1 As-built Drawings

Consultant will incorporate As-Built redline comments prepared by the contractor and Resident Engineer on the signed Design Plans. The As-Built drawings will be updated Microstation design files. The City will be the owner of all original drawings, documents, and digital information. All drawings will be provided to the City using the latest Microstation formats, and will be submitted to the City on DVD disks within 30 calendar days from the time receiving request from the City.

Deliverable: As-built Drawings

2.2 Resident Engineer Files

Consultant will prepare project Resident Engineer (RE) files per Caltrans standards.

Deliverable: RE Files

2.3 Roadway Design Support During Construction

Consultant will answer contractor roadway related Request for Interpretations (RFIs) during construction and prepare any necessary Contract Change Orders (CCOs) should they be deemed necessary. This task includes being on-site when requested to coordinate with Contractor and Resident Engineer.

Deliverable: Roadway Design Support

Total Value of this Proposal \$418,000

Please see the attached exhibit for a breakdown of the proposal.

EXHIBIT C-6

Exhibit C-6
Bakersfield Freeway Connector - DSDC

LABOR HOURS AND COSTS				
SUMMARY			TOTAL	DIRECT
			LABOR	LABOR
Task	Description		HOURS	COSTS
1	PROJECT MANAGEMENT		163	\$10,214
2	BID SUPPORT		390	\$22,147
3	DESIGN SUPPORT DURING CONSTRUCTION		1875	\$108,194
TOTAL LABOR HOURS AND DIRECT LABOR COSTS				
TOTAL LABOR HOURS			2428	
TOTAL DIRECT LABOR COSTS				\$140,555
		<i>Overhead</i>	<i>119.26%</i>	<i>\$167,626</i>
		<i>Profit</i>	<i>10.00%</i>	<i>\$30,818</i>
		TOTAL LABOR COSTS		\$339,000

Notes:

Other Direct Costs		
		Total ODC's
Mileage		\$5,000
Auto Rental		\$0
Fuel		\$0
Lodging		\$5,000
Per Diem		\$2,000
Postage/Delivery		\$2,000
Total Other Direct Costs		\$14,000

Subconsultants		
Company	Description	Total Subs
V&A Inc.	DESIGN SUPPORT DURING CONSTRUCTION	\$20,000
WRECO	DESIGN SUPPORT DURING CONSTRUCTION	\$15,000
TYLIN International	DESIGN SUPPORT DURING CONSTRUCTION	\$20,000
Cannon	SURVEY SUPPORT DURING CONSTRUCTION	\$0
R&S	DESIGN SUPPORT DURING CONSTRUCTION	\$10,000
Total Subconsultants		\$65,000

Total Estimated Cost	\$418,000
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Bakersfield Freeway Connector - DSDC

LABOR HOURS AND COSTS											
Staff - Project Role										TOTAL	DIRECT
TASK NO. 1 - PROJECT MANAGEMENT		PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ASSOCIATE ENGINEER	PROJECT CONTROLS				LABOR	LABOR
		\$100.97	\$66.00	\$72.71	\$39.17	\$47.00				HOURS	COSTS
1.1	PROJECT CONTROLS & ADMINISTRATION	20	20	0	0	63	0	0	0	103.13	\$6,307
1.2	MEETINGS	10	10	10	0	0	0	0	0	30	\$2,397
1.3	MAINTAIN COMPLETE PROJECT FILES	0	0	10	20	0	0	0	0	30.008	\$1,511
		0	0	0	0	0	0	0	0	0	\$0
		0	0	0	0	0	0	0	0	0	\$0
TOTAL LABOR HOURS AND DIRECT LABOR COSTS											
TOTAL LABOR HOURS		30	30	20	20	63	0	0	0	163.138	
TOTAL DIRECT LABOR COSTS		\$3,029.10	\$1,980.00	\$1,454.20	\$783.71	\$2,967.11	\$0.00	\$0.00	\$0.00		\$10,214
										Overhead	119.26%
										Profit	10%
										TOTAL LABOR COSTS	\$24,635

Notes:

Other Direct Costs		
OTHER DIRECT COSTS	UNIT	TOTAL ODC's
Mileage	LS	\$5,000
Auto Rental	LS	\$0
Fuel	LS	\$0
Lodging	LS	\$5,000
Per Diem	LS	\$2,000
Postage/Delivery	LS	\$2,000
TOTAL OTHER DIRECT COSTS		\$14,000

Subconsultants		
SUBCONSULTANT COSTS		TOTAL SUB COSTS
		\$0
TOTAL SUBCONSULTANT COSTS		\$0

Task 1 - TOTAL ESTIMATED COST	\$38,635
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Bakersfield Freeway Connector - DSDC

LABOR HOURS AND COSTS

Staff - Project Role										TOTAL	DIRECT
TASK NO. 2 - BID SUPPORT		PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ASSOCIATE ENGINEER					LABOR	LABOR
		\$100.97	\$66.00	\$72.71	\$39.17					HOURS	COSTS
2.1	RESIDENT ENGINEER FILES	20	20	40	60	0	0	0	0	140	\$8,598
2.2	BID PACKAGE PREPARATION	0	20	40	80	0	0	0	0	140	\$7,362
2.3	BID SUPPORT	0	20	40	50	0	0	0	0	110	\$6,187
		0	0	0	0	0	0	0	0	0	\$0
		0	0	0	0	0	0	0	0	0	\$0
TOTAL LABOR HOURS AND DIRECT LABOR COSTS											
TOTAL LABOR HOURS		20	60	120	190	0	0	0	0	390	
TOTAL DIRECT LABOR COSTS		\$2,019.40	\$3,960.00	\$8,725.20	\$7,442.30	\$0.00	\$0.00	\$0.00	\$0.00		\$22,147
										Overhead	119.26%
										Profit	10%
										TOTAL LABOR COSTS	\$53,415

Notes:

Other Direct Costs		
OTHER DIRECT COSTS		UNIT
Mileage		LS
Auto Rental		LS
Fuel		LS
Lodging		LS
Per Diem		LS
Postage/Delivery		LS
TOTAL OTHER DIRECT COSTS		\$0

Subconsultants		
SUBCONSULTANT COSTS		TOTAL SUB COSTS
TOTAL SUBCONSULTANT COSTS		\$0

Task 2 - TOTAL ESTIMATED COST	\$53,415
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Bakersfield Freeway Connector - DSDC

LABOR HOURS AND COSTS											
Staff - Project Role										TOTAL	DIRECT
TASK NO. 3 - DESIGN SUPPORT DURING CONSTRUCTION		PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ASSOCIATE ENGINEER					LABOR	LABOR
		\$100.97	\$66.00	\$72.71	\$39.17					HOURS	COSTS
3.1	DESIGN SUPPORT DURING CONSTRUCTION	120	200	655	900	0	0	0	0	1875	\$108,194
		0	0	0	0	0	0	0	0	0	\$0
		0	0	0	0	0	0	0	0	0	\$0
		0	0	0	0	0	0	0	0	0	\$0
		0	0	0	0	0	0	0	0	0	\$0
TOTAL LABOR HOURS AND DIRECT LABOR COSTS											
TOTAL LABOR HOURS		120	200	655	900	0	0	0	0	1875	
TOTAL DIRECT LABOR COSTS		\$12,116.40	\$13,200.00	\$47,625.05	\$35,253.00	\$0.00	\$0.00	\$0.00	\$0.00		\$108,194
									Overhead	119.26%	\$129,033
									Profit	10%	\$23,723
									TOTAL LABOR COSTS		\$260,950

Notes:

Other Direct Costs		
OTHER DIRECT COSTS		TOTAL ODC's
Mileage	LS	\$0
Auto Rental	LS	\$0
Fuel	LS	\$0
Lodging	LS	\$0
Per Diem	LS	\$0
Postage/Delivery	LS	\$0
TOTAL OTHER DIRECT COSTS		\$0

Subconsultants		
SUBCONSULTANT COSTS		TOTAL SUB COSTS
V&A Inc.	DESIGN SUPPORT DURING CONSTRUCTION	\$20,000
WRECO	DESIGN SUPPORT DURING CONSTRUCTION	\$15,000
TYLIN International	DESIGN SUPPORT DURING CONSTRUCTION	\$20,000
Cannon	SURVEY SUPPORT DURING CONSTRUCTION	\$0
R&S	DESIGN SUPPORT DURING CONSTRUCTION	\$10,000
TOTAL SUBCONSULTANT COSTS		\$65,000

Task 3 - TOTAL ESTIMATED COST	\$325,950
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ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ab.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/22/2018
WARD: Ward 2
SUBJECT: Accept the bid and approve the contract with Granite Construction Company (\$1,499,695) for sewer relocation and parking lot modifications at 4646 California Avenue for the Centennial Corridor Project.

STAFF RECOMMENDATION:

Staff recommends acceptance of the low bid and approval of the contract.

BACKGROUND:

The Centennial Corridor Project will connect the existing State Route (SR) 58 freeway east of SR-99 with the Westside Parkway freeway west of SR-99. The project will provide both a regional and local freeway that significantly improves local circulation and facilitates regional traffic movement. The Centennial Corridor Project will be the final project in the Thomas Roads Improvement Program (TRIP) and will tie together many of the previously constructed TRIP improvements to create a complete, east-west, access-controlled transportation corridor through the central Bakersfield metropolitan area.

On February 8, 2016, Caltrans approved the Record of Decision (ROD) for the environmental documents for the Centennial Corridor Project completing the environmental process for the project. The next phases of the project are advancement of the preliminary engineering to final design, continuing acquisition of right-of-way, clearing the right-of-way of structures, and then ultimately beginning construction.

The City has been acquiring properties since March 2014 pursuant to the federal legislation Moving Ahead for Progress in the 21st Century Act (MAP-21). This legislation allowed for the creation of the early acquisition program for acquiring whole properties from willing sellers on a voluntary basis. The public was extremely receptive to the early acquisition program and the City has obtained legal possession of almost all of the full parcels necessary for construction to move forward on the project. Acquisition of partial parcels is now underway.

As part of this program, the City acquired a large portion of the parking lot at 4646 California Avenue along with other surrounding properties for the project. It will be necessary to relocate

the existing sump and sewer pipeline that serves the adjacent building to allow for construction of the Centennial Corridor.

The engineer's estimate, including the bid alternative, for the sewer relocation and parking lot relocation work was \$1,760,808.05. On October 18, 2018, four bids were received and were deemed acceptable. The acceptable bids include:

Granite Construction Bakersfield, CA	in the amount of \$1,499,695.00
Cal Prime, Inc. Bakersfield, CA	in the amount of \$1,706,714.00
Griffith Company Bakersfield, CA	in the amount of \$1,868,681.00
Central Valley Paving Ceres, CA	in the amount of \$2,131,330.00

Sufficient funds are budgeted to award this contract. Federal earmark funds provide the funding source; therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description	Type
▣ Construction Agrmt w Granite 4646 Cal Ave	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **GRANITE CONSTRUCTION COMPANY**, a California Corporation, ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct **Parking Lot Modification Improvements at: 4646 California Avenue** ("Project"), as set forth herein, part or all of which is paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.**

- 1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the following work in general: the demolition and reconstruction of an existing parking lot and access road, including curb, gutter and sidewalk; earthwork, hot mix asphalt (HMA) pavement; aggregate base; striping and signage, lighting and chain link fence/gate construction. The project also includes sanitary sewer line improvements within the limits of the project, including encasement improvements over new sewer line installations. The project also includes the demolition and removal of an existing drainage basin and appurtenant improvements within the project limits, and the construction of a new drainage basin, storm drains and appurtenant improvement and other miscellaneous site improvements as outlined in the Special Provisions for the Project ("Scope of Work"). The project is located east and north of the Casa Tequila Bar and Grill restaurant, located at **4646 California Avenue**. The Scope of Work shall include all items and procedures necessary to properly complete the task

CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement whether actually inserted or not
- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G)
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G)
- Subcontracting Request Form (Exhibit 16-B, LAPM)
- Prevailing Wage Rates (Davis-Bacon)
- Title VI Assurances and Appendices

- 1.2.** If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **One Million Four Hundred Ninety-Nine Thousand Six Hundred Ninety-Five Dollars and 00 Cents (\$1,499,695.00)** ("Compensation"). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. SCHEDULING. When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

4. STARTING WORK. CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

5. TERMINATION.

5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:

- 5.1.1.** A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;
 - 5.1.2.** CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;
 - 5.1.3.** CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and
 - 5.1.4.** CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.
- 5.2.** In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.
- 5.3.** Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work

actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.

6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
8. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
9. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
10. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any

contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. **INSURANCE AND SECURITY.**

- 14.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

- 14.1.1. **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

- 14.1.2. **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

- 14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

- 14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.2. General Provisions Applying to All Insurance Types.

14.2.1. All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

- 14.2.2.** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 14.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 14.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 14.2.5.** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 14.2.6.** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 14.2.7.** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this

section.

- 14.3. Security.** CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.
- 15. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 16. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
- 17. REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
- 18. SITE INSPECTION.** CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.
- 19. STOP NOTICES OR LIENS.** CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.

20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
21. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are

deemed incorporated in this Agreement, whether or not actually attached.

27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.
31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
32. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **GRANITE CONSTRUCTION COMPANY**
3005 James Road
Bakersfield, CA 93308

33. RESOURCE ALLOCATION. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

34. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

35. CONTRACTOR'S LICENSE INFORMATION.

License Number **89**
Expiration Date **5/31/2019**
License Classification **A, B**

36. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **94-0519552**
CONTRACTOR is a corporation? Yes **X** No
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
GRANITE CONSTRUCTION COMPANY

By: _____
KAREN GOH
Mayor

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
NELSON K. SMITH
Finance Director



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ac.

TO: Honorable Mayor and City Council

FROM: Nelson Smith, Finance Director

DATE: 10/22/2018

WARD:

SUBJECT: Accept the bid and approve the contract with JCI Jones Chemicals, Inc. (\$60,000), for the annual contract to supply sodium hypochlorite.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of the contract.

BACKGROUND:

Bids were solicited for an annual contract to supply sodium hypochlorite for Wastewater Plant 3. Four bids were received in response to the solicitation.

Wastewater Plant 3 uses sodium hypochlorite to disinfect the water as part of the water treatment process. This treatment step of disinfection is required in order to meet the Plant's discharge permit and statewide Title 22 criteria for tertiary treatment (i.e. recycled water).

The contract award is for a one-year period and the amount of the award (\$60,000) is based on the budgeted funds available for this chemical. The contract is renewable annually for four consecutive one-year periods at the City's option and upon mutually agreeable terms.

Funds are budgeted in the Sewer Enterprise Fund for this contract. The four bids received include:

<u>BIDDER</u>	<u>AMOUNT</u>
JCI Jones Chemicals, Inc. Torrance, CA	\$54,054.00
Univar USA, Inc. Commerce, CA	\$61,003.80
HASA, Inc. Saugus, CA	\$63,063.00
Amber Chemical, Inc. Bakersfield, CA	\$74,002.50

Staff finds the bid submitted by JCI Jones Chemicals, Inc., to be acceptable and recommends approval of the contract in the amount of \$60,000.

ATTACHMENTS:

Description	Type
 Agreement	Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **JCI JONES CHEMICALS, INCORPORATED** ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of chemical supply and delivery.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall providing all materials, labor, equipment, permits and services necessary to fulfill the requirements of Bid No. 18-19-29 and any addenda thereto, all incorporated as though fully set forth herein:
 - Invitation to Bid No. 18-19-29
 - Bid Proposal
 - Non-Collusion Affidavit
 - Worker's compensation Insurance Certification
 - Statement of OSHA Compliance
 - State of Compliance with Insurance Requirements
 - All provisions required by law to be inserted in this Agreement whether actually inserted or not.
2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment of **SIXTY THOUSAND DOLLARS (\$60,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

3. **TERM.** The term of this Agreement shall be one (1) year from the date of execution. The Agreement may be extended for four one (1) year increments under the same terms and conditions upon the mutual, written consent of CITY and CONTRACTOR.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to

approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. INSURANCE.

16.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- 16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

- 17. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 18. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually

attached.

26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
 CITY HALL
 1600 Truxtun Avenue
 Bakersfield, California 93301**

**CONTRACTOR: JCI JONES CHEMICALS, INC.
 1401 Del Amo Blvd
 Torrance, CA 90501**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **16-0809645**

CONTRACTOR is a corporation? Yes X No
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
JCI JONES CHEMICALS, INC.

By: _____
KAREN GOH
Mayor

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ad.

TO: Honorable Mayor and City Council

FROM: Nelson Smith, Finance Director

DATE: 10/15/2018

WARD:

SUBJECT: Accept the bid and approve the contract with J. L. Plank, Inc., dba Cen-Cal Construction (\$400,000), for an annual contract for canal liner repair.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of the contract.

BACKGROUND:

Bids were solicited for an annual contract for canal liner repair. Two bids were received in response to solicitation.

The bids solicited were based on a list of canal concrete paneling and associated services with estimated quantities. In this case, where the City does not intend to split the bid award, the City determines the lowest overall bidder by multiplying the supplier's unit price for each of the items by the estimated number of units for each item.

The contract award is for a one-year period and the amount of the award (\$400,000) is based on the budgeted funds available for this work. The contract is renewable annually for four consecutive one-year periods at the City's option and upon mutually agreeable terms.

Funds are available in the Water Resources Department operating budget for this contract. The two bids received include:

<u>BIDDER</u>	<u>AMOUNT</u>
J. L. Plank, Inc. dba Cen-Cal Construction Bakersfield, CA	\$371,500
Jim Alfter Cement Contractor Bakersfield, CA	\$399,070

Staff finds the low bid from Cen-Cal Construction to be acceptable and recommends approval of the contract in the amount of \$400,000.

ATTACHMENTS:

Description		Type
	Agreement	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **J. L. PLANK, INC., dba CEN-CAL CONSTRUCTION** (a California Corporation) ("CONTRACTOR" herein).

R E C I T A L S

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced and well qualified in the field of canal liner repair; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to employ CONTRACTOR to fulfill an Annual Contract for Canal Liner Repair, Bid No. 18-19-28 ("Project" herein) for a one year period renewable annually thereafter for four (4) consecutive one-year periods at the City's option and upon mutually agreeable terms.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. The scope of work to be performed consists, in general, of providing an Annual Contract for Canal Liner Repair, Bid No. 18-19-28 ("Project" herein).

The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the scope of work or not. CITY and CONTRACTOR agree all communications relating to this Agreement must be in writing. CONTRACTOR understands and agrees that the CITY is an urban area and underground obstructions including, without limitation, water lines, electrical lines, sewer lines, and gas lines are inherent in any work involving subsurface excavation. At a minimum, CONTRACTOR must contact appropriate underground alert authorities before starting any subsurface work.

1.1 The following shall be deemed to be part of this Agreement as if fully set forth herein:

- 1.1.1** Invitation to Bid No. 18-19-28
- 1.1.2** Special Provisions
- 1.1.3** Bid Proposal
- 1.1.4** Bidder's Bond
- 1.1.5** Performance Bond

- 1.1.6 Labor and Materials Bond
- 1.1.7 Non-Collusion Affidavit
- 1.1.8 Statement of Compliance with Insurance Requirements
- 1.1.9 Workers' Compensation Insurance Certification
- 1.1.10 Statement of OSHA Compliance
- 1.1.11 Waiver of Provisions for Substitution of Securities Under
Section 223000 of the Public Contracts Code
- 1.1.12 Letters of transmittal, if any
- 1.1.13 DIR PWC 100 Form.
- 1.1.14 All provisions required by law to be inserted in this
Contract whether actually inserted or not.

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** in accordance with the bid documents. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. Unless otherwise required by State law, a five percent (5%) retention shall be withheld from payments to CONTRACTOR by CITY. The five percent (5%) retention required by the Bakersfield Municipal Code shall be released after the appropriate statutes have expired and all liens and stop payment notices have been cleared.

3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered in accordance with the Special Provisions applicable to this Project.

4. SCHEDULING. When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project for example), and may require said schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

5. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession.

7. STANDARD OF PERFORMANCE. All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

8. MERGER AND MODIFICATION. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

9. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

10. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

11. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor. CONTRACTOR retains the right to control the manner in which the services described herein are performed and CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services set forth in this Agreement.

13. INSURANCE and BONDS. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

13.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

13.1.1. Provide coverage for owned, non-owned and hired autos.

13.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

13.2.1. Provide contractual liability coverage for the terms of this Agreement.

13.2.2. Provide unlimited products and completed operations coverage.

13.2.3. Contain an additional insured endorsement in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not

contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

13.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident; and the policy shall contain a waiver of subrogation in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

13.4. All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

13.5. Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

13.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

13.7. The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

13.8. The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance and bonds required. The CITY may withdraw its offer of contract if certificates of insurance and endorsements and bonds required have not been provided as required by the Special Provisions.

13.9. Full compensation for all premiums which the CONTRACTOR is

required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

13.10. It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

13.11. Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

13.12. CONTRACTOR shall provide performance, labor and material bonds in amounts and in a form suitable to the CITY. CITY shall approve in writing all such security instruments prior to the commencement of work on the Project.

14. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

15. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

16. TERMINATION. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special provision this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default: 1) a material breach of the contract where CONTRACTOR fails to cure said breach within ten (10) days of notice from CITY. If said breach cannot reasonably be cured within ten (10) days CONTRACTOR must have taken significant steps to cure said breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately commencing to cure the default; 2) violation of any law, statute, regulation,

rule, ordinance, permit or order of any governmental agency by CONTRACTOR applicable to the Project and where CONTRACTOR does not cure said violation within ten (10) days of the date of the notice of violation or notice from CITY demanding a cure, whichever is earlier; 3) CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; 4) CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances. CONTRACTOR must respond to CITY'S demand for adequate assurances within ten (10) days in writing with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. All information requested by CITY shall be supplied or CONTRACTOR will be in material breach of this Agreement.

16.1. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY, however, CITY may accept or reject said subcontracts at its sole discretion.

16.2. CITY and CONTRACTOR agree that should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other compensation shall be due CONTRACTOR for termination for convenience.

17. REMEDIES. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

18. SITE INSPECTION. CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.

19. STOP NOTICES OR LIENS. CONTRACTOR shall not allow any stop notices or liens to be filed on the project, and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing

of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees CITY may withhold from any funds held by CITY concerning the project amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.

20. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

21. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
WATER RESOURCES DEPARTMENT
1000 Buena Vista
Bakersfield, California 93311
(661) 326-3715

CONTRACTOR: J. L. Plank, Inc.
Dba Cen-Cal Construction
34762 Lencioni Avenue
Bakersfield, CA 93308

22. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

23. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

24. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

25. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers (including, but not limited to, computer or electronic data), or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

26. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three (3) years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

27. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

28. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **45-2749617**

CONTRACTOR is a corporation? Yes X No

(Please check one.)

29. CONTRACTOR'S LICENSE INFORMATION.

License Number	962895
Expiration Date	06/30/20
License Classification	A

30. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

31. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
Cen-Cal Construction

By: _____
KAREN GOH
Mayor

By: _____

PRINT NAME: _____

Title: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H RUDNICK
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

By: _____
ART CHIANELLO
Water Resources Manager

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ae.

TO: Honorable Mayor and City Council

FROM: Nelson Smith, Finance Director

DATE: 10/15/2018

WARD:

SUBJECT: Accept the bid from Central California Power JCB (\$240,134.59) for two articulated four-wheel drive loaders for use by the Public Works Department, Streets Division.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for two articulated four-wheel drive loaders. Three bids were received in response to the solicitation.

These units are articulated four-wheel drive loaders outfitted with 2-yard buckets used by the Public Works Department, Streets Division, for lighter-duty sweeper dump operations and cleanup during leaf season. The units to be replaced have incurred high maintenance and have limited parts availability.

The second bidder, Volvo Construction Equipment and Services, has a Bakersfield address, but did not qualify for consideration of the Local Preference Policy as they are not located within the city limits.

Funds are budgeted in the Equipment Management Fund for this purchase. The three bids received include:

<u>BIDDER</u>	<u>AMOUNT</u>
Central California Power JCB Shafter, CA	\$240,134.59
Volvo Construction Equipment and Services Bakersfield, CA	\$256,027.20
Quinn Company Bakersfield, CA	\$258,914.38

Staff finds the bid submitted by Central California Power JCB for the purchase of two articulated four-wheel drive loaders to be acceptable and recommends approval of the purchase.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids af.

TO: Honorable Mayor and City Council
FROM: Nelson Smith, Finance Director
DATE: 10/15/2018
WARD:
SUBJECT: Accept the bid from Central California Power JCB (\$231,744.83) for a four-wheel drive loader for use by the Public Works Department, Streets Division.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for a four-wheel drive loader. Four bids were received in response to this solicitation.

This equipment is a four-wheel drive loader outfitted with a four-yard dirt bucket to be utilized by the Public Works Department, Streets Division, for heavy-duty construction cleanup in different street operations. The unit to be replaced is past its useful life and was due for replacement in past budget cycles.

The second bidder, Volvo Construction Equipment and Services has a Bakersfield address, but did not qualify for consideration of the Local Preference Policy as they are not located within the city limits.

Funds are budgeted in the Equipment Management Fund for the purchase of a four-wheel drive loader. The four bids received include:

<u>BIDDER</u>	<u>AMOUNT</u>
Central California Power JCB Shafter, CA	\$231,744.83
Volvo Construction Equipment and Services Bakersfield, CA	\$231,826.24
Mobile Ag & Industrial Supply, Inc. Bakersfield, CA	\$245,924.25
Quinn Company	

Bakersfield, CA

\$279,534.40

Staff finds the bid submitted by Central California Power JCB for the purchase of a four-wheel drive loader to be acceptable and recommends approval of the purchase.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ag.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 8/2/2018
WARD: Ward 2
SUBJECT: Accept the bid and approve the contract with Cen-Cal Construction (\$1,196,000) for construction of the Downtown Pedestrian Connectivity Project.

STAFF RECOMMENDATION:

Staff recommends acceptance of the low bid and approval of the contract.

BACKGROUND:

The Downtown Pedestrian Connectivity Project is bounded by 22nd Street (north), Truxtun Avenue (south), F. Street (west) and Union Avenue (east). The Downtown Pedestrian Accessibility Project closes sidewalk gaps, provides connections, and encourages pedestrians to use active modes of transportation within the downtown area by adding approximately 128 access ramps and constructing 3,615 linear feet of sidewalks.

Other items of work include demolition of existing improvements such as barrier curbs, sidewalks, drive approaches, part circle culverts, access ramps, removing existing trees, installing new access ramps to meet current ADA standards, sidewalks, retaining curb, median island modifications and installation of LED street lights.

Although this is an Active Transportation Program project, the funding is predominantly state funded through Senate Bill 1 with the local funding being provided by Capital Outlay funds.

On August 28, 2018, the City received three bids for this project. All the bids were deemed acceptable; however, immediately after the bid opening, DOD Construction asked to be relieved of its bid due to a significant error in its bid proposal. Per the Public Contract Code, a contractor may be relieved of its bid if it shows documentation of an error within five (5) days of the bid opening. Based on the information provided, the City relieved DOD Construction of its bid per Public Contract Code 5101.

Therefore, staff recommends proceeding with the award to the second apparent low bidder. The remaining acceptable bids are listed below.

Cen-Cal Construction 34762 Lencioni Avenue Bakersfield, CA 93308 (County)	in the amount of	\$1,196,000.00
Griffith Company 1128 Carrier Parkway Avenue Bakersfield, CA 93308 (County)	in the amount of	\$1,761,021.00

The engineer's estimate for this project was \$915,000. Capital Outlay Fund savings from another project were transferred into this project to satisfy the additional funds needed to fully fund this project.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ah.

TO: Honorable Mayor and City Council

FROM: Nelson Smith, Finance Director

DATE: 10/26/2018

WARD:

SUBJECT: Accept the bid from Mullahey CDJR (\$200,087) for the purchase of 10 full-size half-ton pickups for use by the Recreation and Parks and Public Works Departments.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for the purchase of 10 full-size half-ton pickups. Five bids were received in response to solicitation.

Funds are budgeted in the Equipment Management Fund for the purchase of 10 replacement pickups. The vehicles to be replaced have high mileage and have incurred high maintenance costs. Seven pickups will be issued to the Recreation and Parks Department and three pickups will be issued to the Public Works Department (for the Divisions of Engineering/Construction, Engineering/Survey, and General Services).

The five bids received are as follows.

<u>BIDDER</u>	<u>AMOUNT</u>	<u>MAKE/MODEL BID</u>
Mullahey CDJR Paso Robles, CA	\$200,087.00	Dodge Ram 1500
McPeck's Chrysler Dodge Jeep Ram of Anaheim Anaheim, CA	\$215,488.40	FCA (Chrysler) Ram 1500
Fritts Ford Riverside, CA	\$236,131.34	Ford F150
Courtesy Chevrolet Center San Diego, CA	\$250,459.30	Chevrolet Silverado 1500
Reynolds Buick/GMC, Inc. Covina, CA	\$265,351.30	GMC Sierra 1500s

Staff finds the bid submitted by Mullahey CDJR to be acceptable.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids ai.

TO: Honorable Mayor and City Council

FROM: Nelson Smith, Finance Director

DATE: 10/24/2018

WARD:

SUBJECT: Accept the bid from Jim Burke Ford (\$94,538.28) for two utility pickups with dump beds for use by the Recreation and Parks Department.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for two utility pickups with dump beds. Two bids were received in response to solicitation.

The Recreation and Parks Department uses utility pickups with dump beds for daily ground maintenance. These pickups will replace units purchased in 2006 and 2007 with high mileage that are budgeted for replacement in the current budget cycle.

Funds are budgeted in the Equipment Management Fund for the purchase of two utility pickups with dump beds. The two bids received include:

<u>BIDDER</u>	<u>AMOUNT</u>	<u>MAKE/MODEL BID</u>
Jim Burke Ford Bakersfield, CA	\$94,538.28	Ford F450 chassis cab w/ Brocks body
Mullahey CDJR Paso Robles, CA	\$118,016.60	Dodge Ram 5500 w/ Brocks body

Staff finds the bid submitted by Jim Burke Ford to be acceptable and recommends approval of the purchase.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Bids aj.

TO: Honorable Mayor and City Council
FROM: Nelson Smith, Finance Director
DATE: 10/24/2018
WARD: Ward 1
SUBJECT: Accept the bid from Gordon Industrial Supply (\$71,621.55) for Toshiba variable frequency drives for the Public Works Department, Wastewater Division.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for two variable frequency drives for Wastewater Plant 2. Three bids were received in response to the solicitation.

These variable frequency drives (VFD's) are used for Plant 2's trickling filter station transfer pumps. These pumps transfer wastewater flow from the recirculation station to the secondary clarifiers, which is the final stage of the treatment process. The VFD's optimize the pump speed of up to four pumps to ensure the best efficiency is utilized to minimize electrical costs. Without these VFD's, Plant 2 electrical costs would increase and more oversight would be needed to ensure proper treatment of the wastewater.

The three bids received include:

<u>BIDDER</u>	<u>AMOUNT</u>
Gordon Industrial Supply Fresno, CA	\$71,621.55
Brithinee Electric Colton, CA	\$74,806.88
Technology International, Inc. Lak Mary, FL	\$92,960.01

Sufficient funds are available in the Sewer Enterprise Capital Improvement Program Fund for this purchase. Staff finds the bid submitted by Gordon Industrial Supply to be acceptable.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Miscellaneous ak.

TO: Honorable Mayor and City Council

FROM: Lisa McGranahan, Human Resources Manager

DATE: 10/16/2018

WARD:

SUBJECT: Reclassification of Accounting Clerk II to Accountant I in the Finance Department.

STAFF RECOMMENDATION:

Staff recommends approval of the reclassification.

BACKGROUND:

At the request of the Finance Director, the Human Resources Division initiated a reclassification review to determine whether the actual duties of an Accounting Clerk II staff member have significantly changed in relationship to the customary duties, responsibilities, and requirements of the position.

City staff recently completed an audit of this position. Since July 2017, the individual in this position has been progressively assuming and performing the duties outside of the scope of an Accounting Clerk II. Over the last year and a half, assigning the incumbent to perform the duties of a higher class has been necessary to meet work requirements due to the advancement of several large transportation projects that require advanced accounting activities to ensure compliance with state and federal guidelines. The incumbent is the lead accounting staff member supporting the construction phases of several large transportation projects, including Thomas Roads Improvement Program projects. City staff concluded the duties performed by the incumbent more appropriately align with the Accountant I position.

Based on the review, City staff recommends approval of this reclassification since the duties assigned to this position are not temporary and have been performed by the incumbent since 2017. The reclassification was approved by the Miscellaneous Civil Service Commission on October 16, 2018.

If the proposed reclassification request is approved by the City Council, the reclassification will not result in an increase to the department's authorized complement. Additionally, the salary adjustment will be absorbed from the vacant Accounting Supervisor position, which will also result in cost savings. The position is funded by local transportation funds; therefore, there is no

impact to the General Fund.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Miscellaneous al.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Recreation and Parks Director

DATE: 9/5/2018

WARD:

SUBJECT: Fiscal Year 2017-18 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends to make available to the public the Fiscal Year 2017-2018 Annual Compliance Report for Park Impact Fees.

BACKGROUND:

Attached is the City of Bakersfield Annual Compliance Report for Park Impact Fees for the fiscal year ended June 30, 2018, prepared in compliance with California Government Code Section 66006.

On November 7, 1990, the City Council adopted a park development and improvement fee program for the purposes of developing and improving parks and recreational facilities serving the residential development within Bakersfield. Fees are collected based on the development's share of cost to develop, improve, construct, or enhance a public park.

On April 19, 1995, the City Council established an orderly process for the dedication, reservation, and acquisition of park land within Bakersfield for the purpose of supplying public parks and recreation facilities. The sub-divider shall dedicate, reserve land, pay a fee in-lieu, or a combination thereof, at the option of the Advisory Agency, for park or recreational purposes.

Government Code Section 66006 requires the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this code section. The attached Annual Compliance Report provides this information.

After the public review period, the Annual Compliance Report will go before the City Council at the November 28, 2018, meeting for review of the report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no City Council action is required at today's meeting other than

to make the information available to the public.

ATTACHMENTS:

Description	Type
 Park Impact Fees, AB 1600	Backup Material



CITY OF BAKERSFIELD

FISCAL YEAR 2017-2018

ANNUAL COMPLIANCE REPORT FOR PARK IMPACT FEES

Prepared in accordance with California Government Code §66006

CITY OF BAKERSFIELD

**ANNUAL COMPLIANCE REPORT FOR
PARK IMPACT FEES**

(California Government Code § 66006)

FY 2017-18

MAYOR

Karen Goh

CITY COUNCILMEMBERS

Willie Rivera
Andrae Gonzales
Ken Weir
Bob Smith
Bruce Freeman
Jacquie Sullivan
Chris Parlier

Councilmember, Ward 1
Councilmember, Ward 2
Councilmember, Ward 3
Councilmember, Ward 4
Councilmember, Ward 5
Councilmember, Ward 6
Councilmember, Ward 7

Submitted by

Alan Tandy
City Manager

CITY OF BAKERSFIELD

EXECUTIVE STAFF

Alan Tandy

Virginia Gennaro

Art Chianello

Anthony Galagaza

Dianne Hoover

Jacqui Kitchen

Lyle Martin

Nick Fidler

Nelson Smith

City Manager

City Attorney

Water Resources Manager

Fire Chief

Recreation and Parks Director

Development Services Director

Police Chief

Public Works Director

Finance Director

**Annual Compliance Report for Park Impact Fees
(California Government Code § 66006)**

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Introduction

Development Fee Types

As new residents move into the City of Bakersfield, they will require additional park and recreation services and capital facilities. In order to ensure that new development does not reduce the current level of service, the City of Bakersfield can charge new development to cover the cost of providing additional parkland and park facilities. Park development fees can be charged under two California Statutes; the Park Acquisition Fees (Quimby Act) and Park Development/Improvement Fees.

Park Development/Improvement Fee:

On November 7, 1990, Council adopted a park development and improvement fee program for the purposes of developing and improving parks and recreational facilities serving the residential development within the City of Bakersfield. Fees are collected based on the development's share of cost to develop, improve, construct or enhance a public park.

Park Acquisition Fee:

On April 19, 1995, Council established an orderly process for the dedication, reservation and acquisition of park land within the city for the purpose of supplying public parks and recreation facilities. The subdivider shall dedicate, reserve land, pay a fee in-lieu, or a combination thereof, at the option of the Advisory Agency, for park or recreational purposes.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

Summary of FY 2017-18 Fiscal Activity

	Park Improvement Fund*				
	South/Southwest Zone 1	Central Zone 2	Northeast Zone 3	NOR	Total
Fund Balance - Beginning 7/1/2017	\$ 5,222,209	\$ 200,735	\$ 1,938,418	\$ -	\$ 7,361,361
Revenues					
Park Development and Acquisition Fees	1,786,064	92,650	91,850		1,970,565
North of the River Recreation and Parks				157,005	157,005
Interest Income	41,419	8,052	(718)	39,494	88,247
Total Revenues					2,215,816
Expenditures					
Capital Projects	2,028,609	92,264	1,977,195	-	4,098,068
Total Expenditures					4,098,068
Fund Balance - Ending 6/30/2017	\$ 5,021,083	\$ 209,174	\$ 52,354	\$ 196,499	\$ 5,479,110

* <http://www.bakersfieldcity.us/gov/depts/finance/cafr.htm>

Government code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

(A) *Description of fee*

Park Development/Improvement Fees:

- The fee for park development and improvement is to finance the development, improvement, and/or enhancement of public parks and recreation facilities. Funds shall be used exclusively for projects as identified in the capital improvement plan, the Parks Element of the Bakersfield Metropolitan General Plan, or comprehensive park plan approved by the City Council. (Ord. 3327)
- The City will collect a park development, improvement, and enhancement fee for each new dwelling unit within city boundaries. These fees will be imposed and collected at the date of final inspection or the date the certificate of occupancy is issued, whichever occurs first. Fee may be paid at time of building permit issuance if a developer chooses. (BMC 15.82.040)

Park Acquisition Fees:

- The subdivider shall dedicate land so that a park and its development shall be sufficient in size, topography and design that bear a reasonable relationship to serve the present and future needs of the residents of the subdivision and be consistent with the policies of the Bakersfield Metropolitan General Plan. When a fee is to be paid in-lieu of land dedication, the subdivider shall, in-lieu of dedicating land, pay a fee equal to the value of the land which would otherwise be required for dedication. (Ord. 3646)

(B) *Amount of fee*

Park Development/Improvement Fee

- From July 1, 2017 to June 30, 2018, the Park Development and Improvement Fee was as follows*:

Residential – per living unit	Fee
Single Family Dwelling	\$1,900
Duplex Dwelling Unit	\$1,900
Multiple Family Dwelling Unit	\$1,900
Mobile Home	\$1,900

*Resolution No. 172-16 (available at: <http://docs.bakersfieldcity.us/WebLink/Welcome.aspx>)

Park Acquisition Fee

- The amount of in-lieu fee shall be determined in accordance with the following formula**:

Number of Dwelling Units x .0025 x APPDU* x Fair Market Value Per Buildable Acre

*APPDU: Average Persons Per Dwelling Unit

**Ordinance No. 3646

(C) *Beginning and ending fund balance**

- Park Development Fund

Beginning Balance @ 7/1/17	\$ 7,361,361
Ending Balance @ 6/30/18	\$ 5,282,611

* Note: NOR is an entity that is separate and distinct from City fund balance. The City collects park improvement fees and interest earned on those fees on behalf of NOR and holds them in a separate trust account. Beginning and ending NOR trust balance:

Beginning Balance @ 7/1/17	\$ 2,922,286
Ending Balance @ 6/30/18	\$ 3,018,741

(D) *Fees collected and interest earned*

Park Development/Improvement:

• North of the River Recreation and Parks Fees	\$ 157,005
• Park Development/Improvement Fees	\$ 1,923,269
• Interest Earned	\$ 40,127

Park Acquisition:

• Park Acquisition Fees	\$ 47,296
• Interest Earned	\$ 8,626

(E) *Public Improvements*

- See "Attachment A"

(F) *Timing of projects*

- See "Attachment B"

(G) *Inter-fund transfers/loans*

- No transfers were made during the fiscal year.

(H) *Refunds*

Park Development/Improvement

- No refunds were made during the fiscal year.

Attachment A

Summary of Expenditures for Park Improvement Fund For Fiscal Year 2017-18

Project, Zone	Fee Type:	Project Description	Total Expenditures for Park Development Fund (Fund 321)	% of Total Project Cost funded with park impact fees and interest earnings
---------------	-----------	---------------------	---	--

CITY

P4C131, 1	Development	Sports Village Phase III	1,976,501.01	33.56%
P8C234, 1	Development	Sports Village Phase IV	52,107.91	4.01%
P6K221, 2	Development	MLK Park Lighting Upgrade	1,194.34	100.03%
P8C233, 2	Development	Jastro Park Shade Structure	91,069.34	49.12%
P4C132, 3	Development	Mesa Marin Phase II	1,977,195.43	97.67%

TOTAL CITY 4,098,068.03

NOR

				0%
--	--	--	--	----

TOTAL NOR 0.00

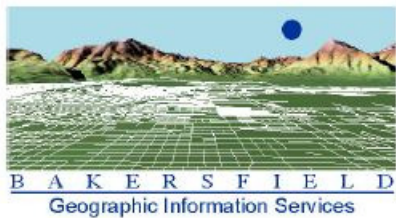
TOTAL CITY & NOR \$ 4,098,068.03

Attachment B

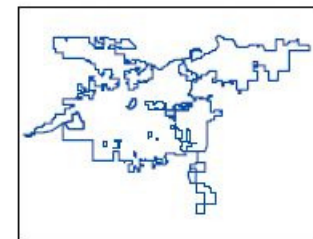
CITY OF BAKERSFIELD
CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN
PROJECT SUMMARY BY DEPARTMENT
RECREATION AND PARKS

Project #	Project Title	Ward	Source	Fund #	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	Total
P4C132	MESA MARIN PHASE II	3	PIF	321	\$ 335,000	-	-	-	-	\$ 335,000
P8C231	LOWELL PARK PICNIC REHAB	1	CDBG	111	132,000	-	-	-	-	132,000
P8C232	STIERN PARK PLGD SFTY SUR	7	CDBG	111	139,210	-	-	-	-	139,210
P8C233	JASTRO PARK SHADE & ADA	2	PIF	321	180,000	-	-	-	-	180,000
P8C234	SPORTS VILLAGE PHASE IV	6	PIF	321	1,300,000	-	-	-	-	1,300,000
			WM	633	52,000	-	-	-	-	52,000
Total					\$ 2,138,210	-	-	-	-	\$ 2,138,210

Attachment C



The City of Bakersfield makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.





ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Miscellaneous am.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 10/17/2018

WARD:

SUBJECT: Transportation Development Act Article 3 (TDA 3) grant funds:

1. Appropriate \$242,374 in TDA 3 grant funds to the Public Works Department's Capital Improvement Program budget in the Bikeway and Pedestrian Pathway Fund for the following projects: Pedestrian Improvements (Brundage Lane); Downtown Bicycle Parking; Kern River Parkway Rehabilitation (Paladino Drive to Alfred Harrell Highway); Kern River Bikeway Undercross Lighting (Stockdale Highway to Allen Road); and Pedestrian Improvements (L Street).
2. Appropriate \$8,000 in TDA 3 grant funds to the Recreation and Parks Department's operating budget within the Bikeway and Pedestrian Pathway Fund for the Build-A-Bike Program.

STAFF RECOMMENDATION:

Staff recommends approval of appropriations.

BACKGROUND:

The City received six grants totaling \$250,374 in Transportation Development Act Article 3 (TDA 3) funds from the Kern Council of Governments for bicycle and pedestrian-related activities. These grant funds are awarded under three categories: infrastructure, bicycle parking, and education and outreach. Please note the City applied for and received the maximum amount of available funds under the categories of bicycle parking and education and outreach; whereas, infrastructure does not have an award limit. City staff recommends appropriating the bicycle and pedestrian-related activities, as follows:

Pedestrian Improvements (Brundage Lane) - \$48,103

The grant includes constructing pedestrian access ramps per the Americans with Disabilities Act (ADA) on Brundage Lane from Oak Street to Pine Street and from H Street to Chester Avenue. This project allows for a safer path of travel for pedestrians. The total project cost is \$113,400. The Kern Council of Governments is awarding this project in three phases: \$17,195 in Fiscal Year (FY) 2017-18; \$48,103 in FY 2018-19; and \$48,102

in FY 2019-20.

Downtown Bicycle Parking - \$12,000

This grant includes purchasing and installing bicycle parking racks in locations including, but not limited to, the downtown area. The bicycle parking racks may include the current decorative (bicycle-shaped) racks found in the downtown area. Additional styles may be considered as well. The project will be completed in FY 2019-20.

Build-A-Bike Program - \$8,000

The grant includes purchasing equipment including, but not limited to, helmets, gloves, and spare parts (e.g., chains and tires) for the Build-A-Bike Program. The City offers a free Build-A-Bike Program for youth ages 9 to 13 years old at the Dr. Martin Luther King Jr. Community Center. This program teaches youth, primarily of low and moderate-income households, the fundamentals of bicycle repair, maintenance, and safety. Participating youth take home a customized bike that they built at the end of the program. Funds may be used on other bicycle education activities as well. The project will be completed in FY 2019-20.

Kern River Parkway Rehabilitation (Paladino Drive to Alfred Harrell Highway) - \$78,337

This grant includes rehabilitating 2.7 miles of the Kern River Parkway (Class I bike path) between Paladino Drive and Alfred Harrell Highway. The project adds striping, shoulders, and signage. The total project cost is \$156,673. The Kern Council of Governments is awarding this project in two phases: \$78,337 in FY 2018-19 and \$78,336 in FY 2019-20.

Kern River Bikeway Undercross Lighting (Stockdale Highway to Allen Road) - \$55,000

This grant includes installing lighting at the undercrossings along the Kern River Parkway from Stockdale Highway to Allen Road. This project improves the safety for bicyclists and pedestrians by increasing visibility along the bike path. The project will be completed in FY 2019-20.

Pedestrian Improvements (L Street) - \$48,934

The grant includes constructing pedestrian access ramps per the Americans with Disabilities Act (ADA) on L Street from Truxtun Avenue to 23rd Street. This project allows for a safer pathway for pedestrians. The total project cost is \$95,865. The Kern Council of Governments is awarding this project in two phases: \$48,934 in FY 2018-19 and \$46,931 in FY 2019-20.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Miscellaneous an.

TO: Honorable Mayor and City Council

FROM: Nelson Smith, Finance Director

DATE: 10/26/2018

WARD:

SUBJECT: Appropriate \$26,000 in Equipment Fund balance to the Public Works Department's operating budget to fund the cost of a three-quarter ton pickup for the Recreation and Parks Department.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

BACKGROUND:

In September 2017, the Recreation and Parks Department received approval to replace a lift truck scheduled for replacement with four pickup trucks. Three of the pickups were purchased in January 2018, but the remaining balance for the fourth pickup was not carried over into the Fiscal Year 2018-19 budget. The Recreation and Parks Department is still in need of the pickup for the new Area 6 and for tree cleanups after storms as well as other projects.

Staff requests appropriating \$26,000 in Equipment Fund balance to the Public Works Department's operating budget for the purchase of a three-quarter ton pickup for the Recreation and Parks Department.



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

Consent – Successor Agency Business ao.

TO: Honorable Mayor and City Council

FROM: Nelson K. Smith, Finance Director

DATE: 10/26/2018

WARD:

SUBJECT: Receive and file Successor Agency payments from October 5, 2018, to October 25, 2018, in the amount of \$50,000.00.

STAFF RECOMMENDATION:

Staff recommends the report be received and filed.

BACKGROUND:

The City administers payment of Successor Agency enforceable obligation payments as authorized by the State Department of Finance (DOF) to further the dissolution of the former Bakersfield Redevelopment Agency. The Successor Agency has a Recognized Obligation Payment Schedule (ROPS) approved by both the Bakersfield Oversight Board and the DOF. All payments of the Successor Agency must be on this approved listing in order to be valid and authorized payments of the Successor Agency.

A check register is provided which summarizes the transactions processed during the above referenced period. Additional details are provided below for each transaction.

Check #681787 to Chicago Title Company Inc. for \$50,000.00 is a payment for down-payment assistance at 1300 R St., #20, Creekview Villas. Payment approved as ROPS 15-16B, line item #37.

ATTACHMENTS:

Description	Type
☐ Check Register Admin SA Pymnts 11-07-2018	Backup Material

10/26/2018

AP - CHECK REGISTER - SUCCESSOR AGENCY
FROM

PAGE 1

10/05/2018 TO 10/25/2018

Check Number	Vendor Number	Vendor Name	Check Date	Check Total
681787	1944	CHICAGO TITLE COMPANY INC	Oct 11, 2018	\$50,000.00
Disbursement Total				
<u>1</u>	Overall - Total			<u>\$50,000.00</u>



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

New Business 13. a.

TO: Honorable Mayor and City Council
FROM: Christopher Gerry, Acting City Clerk
DATE: 9/10/2018
WARD:
SUBJECT: Resolution setting the dates of the regular City Council meetings, budget hearings, and department budget presentations for calendar year 2019.

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

This resolution sets forth the regular City Council meetings, budget hearings, and department budget presentations for calendar year 2019. Meetings will be held in the City Council Chambers at 3:30 p.m. and 5:15 p.m. The proposed calendar is similar to the current year calendar.

Two Monday budget workshops are scheduled at 12:00 p.m. on May 13, 2019, and June 3, 2019. The budget hearing is scheduled at a regularly scheduled meeting on June 5, 2019, and the budget adoption is scheduled at a regularly scheduled meeting on June 26, 2019. National holidays, spring break, conflicting board meetings, League of California Cities conferences, State of the County event, and budget deadlines were taken into consideration when preparing the calendar.

One meeting is scheduled during the months of February, April, July, August, October and December.

ATTACHMENTS:

Description	Type
□ Resolution	Resolution
□ Exhibit A	Exhibit

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
BAKERSFIELD SETTING THE DATES FOR REGULAR MEETINGS
OF THE CITY COUNCIL, DEPARTMENT BUDGET
PRESENTATIONS AND BUDGET HEARING FOR JANUARY
THROUGH DECEMBER 2019.**

WHEREAS, pursuant to Section 2.04.010 of the Municipal Code of the City of Bakersfield, the Council may, from time to time, by resolution, change the meetings to be held during any specified period of time.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that the Regular City Council Meetings will be held on Wednesdays in the Council Chambers at 3:30 P.M. and 5:15 P.M., Department Budget Presentations will be held on Mondays at 12:00 P.M., or as soon thereafter, and Budget Hearings will be held at a regularly scheduled meeting, or as soon thereafter, as shown below and on Exhibit "A" attached hereto:

REGULAR CITY COUNCIL MEETINGS
(Wednesdays at 3:30 p.m. and 5:15 p.m.)

January 9, 2019	May 8, 2019	September 11, 2019
January 23, 2019	May 22, 2019	September 25, 2019
February 6, 2019	June 5, 2019	October 16, 2019
March 6, 2019	June 26, 2019	November 6, 2019
March 20, 2019	July 17, 2019	November 20, 2019
April 10, 2019	August 14, 2019	December 11, 2019

DEPARTMENT BUDGET PRESENTATIONS
(Mondays at 12:00 noon)

May 13, 2019 June 3, 2019

BUDGET HEARING AND ADOPTION

June 5, 2019 June 26, 2019 (Adoption)

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER: RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER: _____
ABSTAIN:	COUNCILMEMBER: _____
ABSENT:	COUNCILMEMBER: _____

CHRISTOPHER GERRY, ACTING CITY CLERK

CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED

KAREN GOH

Mayor of the City of Bakersfield

APPROVED as to form


VIRGINIA GENNARO

City Attorney

By: _____


Exhibit A

SCHEDULED MEETINGS
BAKERSFIELD CITY COUNCIL
JANUARY 2019 THROUGH DECEMBER 2019
Adopted Resolution No.

 **REGULAR MEETINGS**
BEGIN @ 3:30 P.M. & 5:15 P.M.

*(Annual Budget kickoff 5/8,
 Budget Hearing on 6/5, and Adoption on 6/26)*

 **DEPARTMENT BUDGET WORKSHOPS**
@ 12:00 NOON

 **Holidays - City Hall Closed**

JANUARY						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



ADMINISTRATIVE REPORT

MEETING DATE: 11/7/2018

New Business 13. b.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 9/17/2018

WARD:

SUBJECT: Resolution declaring a shelter crisis in the City of Bakersfield pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2) and in accordance with the requirements of eligibility to access state Homeless Emergency Aid Program (HEAP) funding.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

BACKGROUND:

Approval of this resolution declaring a shelter crisis in the City of Bakersfield is a required action for the City to apply for just over \$1.2 million in one-time state funding to address homelessness issues. These funds, which were provided via the state budget will be allocated on a formula basis which takes into account the size of our City and our homeless population numbers. These funds will be utilized by the City and the Kern County Homeless Collaborative (Collaborative) to combat homelessness in our community. Additional details regarding the funding and the proposed use of the funds can be found below.

Funding Details:

In February 2018, the mayors of California's eleven largest cities (Big 11), including Mayor Goh, united in an effort to urge the Legislature and Governor to provide funding to assist California cities in dealing with the impacts of homelessness. Citing concerns over the size and scope of the ongoing homelessness crisis in California, the Big 11 Mayors outlined a proposal for the state to allocate \$1.5 billion of the estimated \$6.1 billion state budget surplus to combat homelessness in cities throughout the state. The focus of this effort was to provide one-time state funding directly to communities in a streamlined fashion so that funds could be disbursed quickly and immediately put to work.

The Big 11 effort ultimately resulted in the Governor signing a state budget that included \$500 million in block grant funding to address the homelessness crisis throughout California. The vehicle for these funds to be distributed to cities, counties and Continuums of Care is the Homeless Emergency Aid Program (HEAP).

The HEAP funding is divided into three categories:

<u>Category for Distribution</u>	<u>Funded Amount</u>	<u>Eligible Applicants</u>	<u>COC/City Funding</u>
Continuum of Care (Based on Point in Time Count Ranges)	\$250,000,000	COC's	\$2,000,000
Continuum of Care (Based on Percent of Homeless Pop.)	\$100,000,000	COC's	\$635,249
Large City/City & County (Based on Population)	\$150,000,000	Large City Pop. over 330,000	\$1,247,753
Total:	\$500,000,000		\$3,883,002

The HEAP funds are one-time funds that can be broadly utilized to provide immediate emergency assistance to people experiencing homelessness. The parameters of the program are intentionally broad to allow local communities to craft programs that meet specific local needs. Additional HEAP program requirements are listed below:

- Application period for round 1 funding September 5, 2018 to December 31, 2018;
- Requires local collaborative process with COC;
- Resolution declaring shelter crisis is required prior to application;
- 50 percent of awarded funds must be contractually obligated by January 1, 2020;
- 100 percent of awarded funds must be expended by June 30, 2021; and
- Five percent of all awarded funds must be set aside for assistance for homeless youth.

As illustrated in the table above, the Collaborative (Kern County's Continuum of Care) is eligible to apply for and receive \$2,635,249 in HEAP funding and the City of Bakersfield is eligible to directly apply for and receive \$1,247,753 in HEAP funding, as we are one of eleven cities with a population over 330,000.

In addition to available HEAP funding, the Collaborative is also eligible for just under \$1.2 million in California Emergency Solutions and Housing Program (CESH) funding.

Proposed Use of Funds:

The issue of homelessness in our community has been an ongoing topic of concern for the City. Staff has worked closely with the Collaborative and specific service providers to identify the most appropriate uses of any new funding that may be available to us. As a result of this collaboration, the City and the Collaborative identified specific areas where HEAP funding (along with additional funding sources) can be put to use in our community to expand emergency shelter space and enhance existing homeless services.

Kern County Homeless Collaborative:

As a result of this coordinated effort, and in anticipation of the available funding, the Collaborative issued a Request for Proposal at the end of September (attached) to allow service providers to apply to the Collaborative for funding to achieve specific activities designed to enhance homeless service in our community. Utilizing the combined funding provided to them through the HEAP and CESH programs, the Collaborative has identified specific areas of use

expressed in the RFP including, funding availability for each. These activities are highlighted below:

- Coordinated Entry System - up to \$57,000;
- Homelessness Prevention Funding - up to \$124,800;
- Respite Care Beds - up to \$250,000;
- Homeless Youth - \$130,161;
- New Family/Single Women Shelter Beds - up to \$1,000,000;
- Low Barrier Beds - up to \$394,200;
- Motel Vouchers - up to \$30,000;
- Bridge Housing - up to \$351,075;
- Permanent Supportive Housing - up to \$719,887;
- Deposit & Move-in Costs - up to \$49,276;
- Rapid Re-housing - up to \$494,628; and
- Risk Mitigation Fund Enhancement - up to \$9,180 (additional \$66,181 in 2019)

City of Bakersfield:

In coordination with the Collaborative, the City plans to utilize the HEAP funding directly allocated to the City, combined with unspent CDBG funding available from previous cycles, to fund the capital costs associated with expanding emergency shelter beds at our two homeless shelters in Bakersfield. More specific information is provided below:

The Mission at Kern County (The Mission) Project: Staff proposes utilizing the HEAP funds available to the City to provide necessary capital resources for The Mission to expand its current emergency shelter capacity by creating an estimated 40 new beds at their existing facility (located at 816 E. 21st Street). In addition, The Mission has acquired a property located at 800 Baker Street (northwest corner of Baker and E. 21st Street) which, once renovated, can serve as a community resource facility. It is envisioned that this community resource facility will serve as an access point for homeless individuals to get off the streets and connect with resources which may provide them with both short-term and long-term assistance. This project, combining the expansion of emergency shelter beds along with the creation of a community resource facility, fits the intent of the HEAP funds and can be achieved within the program timeline requirements. In addition, bringing new beds online and opening a community resource center both represent a needed expansion of existing homeless services.

United Way of Kern County / Homeless Youth: As stated above, the HEAP program includes a requirement that a minimum of 5% (\$62,388 for the City) of awarded HEAP funding must be allocated to programs designed to assist homeless youth. The United Way of Kern County currently administers a fund on behalf of the Collaborative to assist with rental assistance and move-in costs for homeless youth ages 18 to 24. The United Way then allocates these funds to specific service providers who link eligible homeless youth with the needed assistance. It is the City's plan, in coordination with the Collaborative, to allocate the 5% requirement to the United Way of Kern County to be administered accordingly.

The Bakersfield Homeless Center (BHC) Project: Staff has been in ongoing discussions with BHC regarding a project to expand the number of beds available for single, unaccompanied women in our community. This issue was previously identified as a "service gap" by the Collaborative. Utilizing prior year unspent CDBG funding and program income, the City plans to fund the expansion of emergency shelter beds to increase capacity at BHC. Staff is currently working with BHC to develop the specifics of this project.

Next Steps:

Following Council adoption of the resolution included in this item, staff will prepare the City's application for the City's eligible HEAP funds to be submitted prior to the December 31, 2018 deadline. It is anticipated that our application will be approved for award in January 2019 and funds will be distributed in April 2019.

Staff will continue to finalize the documentation necessary between the City and each of the identified recipients of the funding for future approval by the City Council. This may include sub-recipient agreements with The Mission and the United Way of Kern County as related to the HEAP program funds. In addition, staff may bring an amendment to one or more previously approved HUD Action Plan, as it relates to the funding for the BHC project.

Conclusion:

Passage of this resolution along with approval of the plan of action described in this administrative report will allow the City to access one-time state funding and combine it with prior year unspent CDBG funds and program income to increase emergency shelter capacity in our community by an estimated 80 beds. This plan expands both emergency shelter facilities in Bakersfield to provide additional beds for homeless men and women and to create a new community resource center to assist with getting homeless individuals off the streets and connected with services.

ATTACHMENTS:

Description	Type
▣ PowerPoint presentation	Presentation
▣ Resolution	Resolution
▣ Kern County Homeless Collaborative HEAP/CESH RFP	Backup Material

REC'D & PLACED ON FILE
AT COUNCIL MEETING OF
11/7/18 - New Business
13-b.

HOMELESS EMERGENCY AID PROGRAM (HEAP) FUNDING

Bakersfield City Council Meeting
November 7, 2018



Presentation Overview

- **Origin of HEAP Funding.**
- **Program Eligibility and Requirements.**
- **Collaboration with Kern County Homeless Collaborative (KCHC).**
- **Proposed Projects.**
- **Next Steps.**



LOS ANGELES SAN DIEGO SAN JOSE SAN FRANCISCO FRENO SACRAMENTO LONG BEACH GILROY BAKERSFIELD HANFORD SHERMAN

- Feb. 2018 Big 11 Mayors urged Legislature to allocate portion of State Budget Surplus to combat Homelessness at local level.
- \$1.5 billion of \$6.1 billion surplus suggested.
- Early legislative support provided opportunity to discuss with Governor.
- Led to \$500 million in HEAP funding as part of the State Budget.



February 5, 2018



our jurisdictions. These new resources are bridging the gap in service needs and focus on preventing chronic homelessness and positioning those in need on the path to a permanent housing solution. City and county voters have seen the need and also stepped up, with voters in metropolitan areas across California passing revenue measures devoted to homelessness services in 2016 and there will likely be additional measures in 2018 elections.

HEAP Eligibility and Requirements

- \$500 million in block grants for cities and Continuums of Care (CoC).
- \$250 million to CoC's based on Point in Time Count ranges - **\$2,000,000** to KCHC.
- \$100 million to CoC's based on % of homeless pop. - **\$635,249** to KCHC.
- \$150 million to large cities >330,000 pop. - **\$1,247,753** to City of Bak.
- One-time funding / for emergency assistance.
- Intentionally broad to fit local needs.



MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

FROM: Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

SUBJECT: NOTICE OF FUNDING AVAILABILITY
HOMELESS EMERGENCY AID PROGRAM

The Homeless Coordinating and Financing Council (HCFC) is pleased to announce the availability of Homeless Emergency Aid Program (HEAP) grant funding. HEAP is a \$500 million block grant program designed to provide direct assistance to cities, counties and Continuums of Care (CoCs) to address the homelessness crisis throughout California. HEAP is authorized by SB 850, which was signed into law by Governor Edmund G. Brown, Jr. on June 27, 2018.

Available Funding

The HEAP funding is divided into three categories for distribution.

Category for Distribution	Funded Amount	Eligible Applicants
Continuum of Care – (a) Based on Point in Time Count Ranges	\$250,000,000.00	Continuum of Care (CoC)
Continuum of Care – (b) Based on Percent of Homeless Population	\$100,000,000.00	Continuum of Care (CoC)
City / City that is also a County – (c) Based on Population	\$150,000,000.00	Large Cities with a population over 330,000

Eligible amounts for each jurisdiction can be found in the HEAP Program Guidance document located on the HCFC website:

https://www.bcsd.ca.gov/hcfc/aid_program.html

Application Timeline

The HEAP grant application process will be conducted through an online portal. The portal is accessible September 5, 2018 through December 31, 2018.

HEAP Eligibility and Requirements

- Application period Sep. 5 – Dec. 31, 2018.
- Requires local collaborative process.
- Resolution declaring shelter crisis is required prior to application for large city applicants.
- 50% of funds must be obligated by Jan. 1, 2020.
- 100% of funds must be expended by Jun. 30, 2021.
- 5% of all awarded funds must be set aside to assist homeless youth.

Collaboration with KCHC

- Staff has been working in coordination with KCHC regarding the most effective use of HEAP funding.
- KCHC is also eligible for additional funding provided by the California Emergency Solutions and Housing Program (CESH) \$1.2 million.
- KCHC identified expansion of shelter beds as priority use of City HEAP funding.
- KCHC also issued an RFP to identify providers for specific program areas to be funded by KCHC HEAP and CESH funding.

Collaboration with KCHC

KCHC HEAP and CESH Activities:

- Coordinated Entry System.
- Homelessness Prevention Funding.
- Respite Care Beds.
- Homeless Youth.
- New Family/Single Women Shelter Beds.
- Low Barrier Beds.
- Motel Vouchers.
- Bridge Housing.
- Permanent Supportive Housing.
- Deposit & Move-in Costs.
- Rapid Re-housing.
- Risk Mitigation Fund Enhancement.

Request for Proposals

Subject: One-Time State Funding for Housing & Services for Homeless Persons in Kern County

Issued by: Kern County Homeless Collaborative/United Way of Kern County

Date: September 28, 2018

Background

The State of California is providing \$2,603,226.14 in one-time funding under the Homeless Emergency Aid Program (HEAP) and \$1,196,992 in California Emergency Solutions and Housing (CESH) Program funding to the Kern County Homeless Collaborative (KCHC) to address homelessness in Kern County. These funds will be available as early as November 2018. Based on the needs and goals identified in *Home at Last!, Kern County's Ten-Year Plan to End Homelessness*, the KCHC identified specific priority activities to be funded using the HEAP and CESH funds. The KCHC is now issuing a Request for Proposals (RFP) to identify and select organizations to implement the designated activities.

Designated HEAP and CESH Eligible Activities in Kern County

Activity Description	Funding Available	Source
Fully implement Coordinated Entry System January to July 2019	Up to \$57,000	CESH
Homelessness Prevention Funding: One-time rental/utility/deposit assistance to prevent households from becoming homeless. Target: 100 beds/year for three years	Up to \$124,800	HEAP
Respite Care Beds: Funds to leverage private funding to create at least 12 ongoing respite care beds for medically vulnerable homeless persons	Up to \$250,000	HEAP
Homeless Youth: Rental Assistance and deposit/move-in costs for homeless youth age 18-24	\$130,161	HEAP
New Family/Single Women Shelter Beds: Funds to leverage private funding to create new family & single women shelter beds	Up to \$1,000,000	HEAP
Low Barrier Beds: Temporary housing & services for homeless persons who will not utilize emergency shelters due to barriers (pets, drug use, companions, mental health). Target: 8 beds for three years.	Up to \$394,200	HEAP

Proposed Projects – City HEAP Funds

The Mission at KC Shelter
Expansion - 40 beds



The Mission at KC “Community
Resource Center” - 800 Baker St.



Proposed Projects Continued

- Along with The Mission at Kern County projects, staff proposes to allocate 5% of HEAP funds (\$62,388) to the United Way of Kern County to fund assistance for homeless youth.
- In addition to HEAP funding, staff has identified past CDBG funding available for an additional project.
- Staff working with the Bakersfield Homeless Center to expand current bed capacity by adding up to 40 new beds for unaccompanied women.

Next Steps

- Following adoption of the resolution, staff will prepare and submit City application for HEAP funding.
- Award of funds should occur no later than Jan. 2019 and distribution of funds should occur by Apr. 2019.
- Staff may bring additional action items in the near future such as: sub-recipient agreements; and HUD Action Plan amendment.
- Approval of the City plan of action will result in the near-term expansion of both local emergency shelters (estimated 80 additional beds) and provide for the realization of a new “Community Resource Center” to assist those dealing with homelessness.

Conclusion

Funding	City of Bakersfield	Kern County Homeless Collaborative
HEAP	\$1,247,753	\$2,635,249
CESH	N/A	\$1,196,992
<u>CDBG/Program Income</u>	<u>\$1,140,000</u>	<u>NA</u>
Estimated Total:	\$2,387,753	\$3,832,241

\$6,219,994

In one-time funding to expand homeless shelters
and services in our community

Questions?

MOTION: to approve the resolution declaring a shelter crisis in the City of Bakersfield pursuant to SB 850 (Chapter 48 Statutes of 2018 and Government Code Section 8698.2) and in accordance with the requirements of eligibility to access state Homeless Emergency Aid Program (HEAP) funding.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, CALIFORNIA, DECLARING A SHELTER CRISIS IN THE CITY PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE SECTION 8698.2), AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, California Governor Edmund G. Brown, Jr., and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code § 8698.2; and

WHEREAS, the Kern County Homeless Collaborative, which the City of Bakersfield is a member of, has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, City of Bakersfield finds that as of the 2017 "Point in Time Count" 810 persons within the City of Bakersfield/Kern County were homeless and living without shelter; and

WHEREAS, City of Bakersfield finds that the number of homeless in our community is significant and increasing, and these persons are without the ability to obtain shelter; and

WHEREAS, City of Bakersfield finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter; and

WHEREAS, City of Bakersfield affirms the City's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield as follows:

1. The City Council finds and declares that the foregoing recitals are true and correct and are hereby incorporated fully as a material part of this Resolution and based upon such matters, the City Council makes the additional findings set forth herein below.
2. The City Council finds and declares a "shelter crisis" pursuant to Government Code §8698.2 exists in the City of Bakersfield and authorizes the City's participation in the Homeless Emergency Aid Program.
3. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

YES _____	COUNCIL MEMBER RIVERA, GONZALES, WIS, SMITH, FREEMAN, SULLIVAN, PARLER
NO _____	COUNCIL MEMBER _____
ABSENT _____	COUNCIL MEMBER _____
ABSENT _____	COUNCIL MEMBER _____

CHRISTOPHER GERRY
ACTING CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney


JHP:dl
C:\WORK\RESOLUTIONS\18-00000001

Attachment B – Formula Funding Estimates

CoC Number	Jurisdiction	Total Homeless, 2017	Percent of Total State Homeless, 2017	Section 50213(a) Per Jurisdiction portion of \$250M	Section 50213(b) \$100M Distribution Based on Percent of Homeless Population	Total of CoC Distribution per 50213(a) and (b)	50214(c) 5% Minimum Youth Set-aside Per Continuum of Care total of 50213(a) and (b)
CA-507	Marin County	1,117	0.832%	\$ 4,000,000.00	\$ 831,856.30	\$ 4,831,856.30	\$ 241,592.81
CA-515	Roseville, Rocklin/Placer, Nevada Counties	979	0.729%	\$ 2,000,000.00	\$ 729,084.44	\$ 2,729,084.44	\$ 136,454.22
CA-516	Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties	934	0.696%	\$ 2,000,000.00	\$ 695,571.87	\$ 2,695,571.87	\$ 134,778.59
CA-513	Visalia/Kings, Tulare Counties	853	0.635%	\$ 2,000,000.00	\$ 635,249.26	\$ 2,635,249.26	\$ 131,762.46
CA-514	Bakersfield/Kern County	810	0.603%	\$ 2,000,000.00	\$ 603,226.14	\$ 2,603,226.14	\$ 130,161.31
CA-524	Yuba City & County/Sutter County	760	0.566%	\$ 2,000,000.00	\$ 565,989.96	\$ 2,565,989.96	\$ 128,299.50
CA-522	Humboldt County	759	0.565%	\$ 2,000,000.00	\$ 565,245.24	\$ 2,565,245.24	\$ 128,262.26
CA-525	El Dorado County	602	0.448%	\$ 1,000,000.00	\$ 448,323.63	\$ 1,448,323.63	\$ 72,416.18
CA-607	Pasadena	575	0.428%	\$ 1,000,000.00	\$ 428,216.09	\$ 1,428,216.09	\$ 71,410.80
CA-521	Davis, Woodland/Yolo County	459	0.342%	\$ 1,000,000.00	\$ 341,828.15	\$ 1,341,828.15	\$ 67,091.41
CA-520	Merced City & County	454	0.338%	\$ 1,000,000.00	\$ 338,104.53	\$ 1,338,104.53	\$ 66,905.23
CA-529	Lake County	401	0.299%	\$ 1,000,000.00	\$ 298,634.18	\$ 1,298,634.18	\$ 64,931.71
CA-526	Tuolumne, Amador, Calaveras, Mariposa Counties	367	0.273%	\$ 1,000,000.00	\$ 273,313.57	\$ 1,273,313.57	\$ 63,665.68
CA-517	Napa City & County	315	0.235%	\$ 1,000,000.00	\$ 234,587.94	\$ 1,234,587.94	\$ 61,729.40
CA-523	Colusa, Glen, Trinity Counties	176	0.131%	\$ 500,000.00	\$ 131,071.36	\$ 631,071.36	\$ 31,553.57
CA-612	Glendale	168	0.125%	\$ 500,000.00	\$ 125,113.57	\$ 625,113.57	\$ 31,255.68
CA-527	Tehama County	124	0.092%	\$ 500,000.00	\$ 92,345.73	\$ 592,345.73	\$ 29,617.29
CA-530	Alpine, Inyo, Mono Counties	121	0.090%	\$ 500,000.00	\$ 90,111.56	\$ 590,111.56	\$ 29,505.58
CA-518	Vallejo/Solano County	1,202	0.917%	\$ 4,000,000.00	\$ 917,499.52	\$ 4,917,499.52	\$ 245,874.96
CA-519	Chico, Paradise/Butte County	1,195	0.890%	\$ 4,000,000.00	\$ 889,944.74	\$ 4,889,944.74	\$ 244,497.24
CA-613	Imperial County	1,154	0.859%	\$ 4,000,000.00	\$ 859,411.07	\$ 4,859,411.07	\$ 242,970.55
CA-611	Oxnard, San Buenaventura/Ventura County	1,152	0.858%	\$ 4,000,000.00	\$ 857,921.63	\$ 4,857,921.63	\$ 242,896.08
CA-614	San Luis Obispo County	1,125	0.838%	\$ 4,000,000.00	\$ 837,814.09	\$ 4,837,814.09	\$ 241,890.70

H7

Large Cities Allocation

CoC Number	Jurisdiction	50213(c) Large Cities \$150,000,000 Allocation	50213(c) Minimum Youth Set Aside Per Large City Allocation
CA-600	Los Angeles	\$ 85,013,607.00	\$ 4,250,680.35
CA-601	San Diego	\$ 14,110,397.95	\$ 705,519.90
CA-500	San Jose	\$ 11,389,987.16	\$ 569,499.36
CA-501	San Francisco	\$ 10,564,313.22	\$ 528,215.66
CA-502	Oakland	\$ 8,671,116.82	\$ 433,555.84
CA-602	Santa Ana	\$ 3,690,885.841	\$ 184,544.29
CA-602	Anaheim	\$ 3,690,885.841	\$ 184,544.29
CA-503	Sacramento	\$ 5,645,699.61	\$ 282,284.98
CA-514	Fresno	\$ 3,105,519.90	\$ 155,276.00
CA-606	Long Beach	\$ 2,869,833.12	\$ 143,491.66
 94	Bakersfield	\$ 1,247,753.53	\$ 62,387.68

RESOLUTION NO. _____

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BAKERSFIELD, CALIFORNIA, DECLARING A SHELTER CRISIS
IN THE CITY PURSUANT TO SB 850 (CHAPTER 48, STATUTES
OF 2018 AND GOVERNMENT CODE SECTION 8698.2),
AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION
THEREWITH.**

WHEREAS, California Governor Edmund G. Brown, Jr., and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code § 8698.2; and

WHEREAS, the Kern County Homeless Collaborative, which the City of Bakersfield is a member of, has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, City of Bakersfield finds that as of the 2017 "Point in Time Count" 810 persons within the City of Bakersfield/Kern County were homeless and living without shelter; and

WHEREAS, City of Bakersfield finds that the number of homeless in our community is significant and increasing, and these persons are without the ability to obtain shelter; and

WHEREAS, City of Bakersfield finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter; and

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2. The City Council finds and declares a "shelter crisis" pursuant to Government Code §8698.2 exists in the City of Bakersfield and authorizes the City's participation in the Homeless Emergency Aid Program.
3. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

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I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

YES:	COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER _____
ABSTAIN:	COUNCIL MEMBER _____
ABSENT:	COUNCIL MEMBER _____

CHRISTOPHER GERRY

ACTING CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____

KAREN GOH

Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By _____

JOSHUA H. RUDNICK

Deputy City Attorney

JHR:dll

S:\COUNCIL\Resos\18-19\Shelter Crisis.SB 850.St.Docx

Request for Proposals

Subject: One-Time State Funding for Housing & Services for Homeless Persons in Kern County

Issued by: Kern County Homeless Collaborative/United Way of Kern County

Date: September 28, 2018

Background

The State of California is providing \$2,603,226.14 in one-time funding under the Homeless Emergency Aid Program (HEAP) and \$1,196,992 in California Emergency Solutions and Housing (CESH) Program funding to the Kern County Homeless Collaborative (KCHC) to address homelessness in Kern County. These funds will be available as early as November 2018. Based on the needs and goals identified in *Home at Last!, Kern County's Ten-Year Plan to End Homelessness*, the KCHC identified specific priority activities to be funded using the HEAP and CESH funds. The KCHC is now issuing a Request for Proposals (RFP) to identify and select organizations to implement the designated activities.

Designated HEAP and CESH Eligible Activities in Kern County

Activity Description	Funding Available	Source
Fully implement Coordinated Entry System January to July 2019	Up to \$57,000	CESH
Homelessness Prevention Funding: One-time rental/utility/deposit assistance to prevent households from becoming homeless. Target: 100 beds/year for three years	Up to \$124,800	HEAP
Respite Care Beds: Funds to leverage private funding to create at least 12 ongoing respite care beds for medically vulnerable homeless persons	Up to \$250,000	HEAP
Homeless Youth: Rental Assistance and deposit/move-in costs for homeless youth age 18-24	\$130,161	HEAP
New Family/Single Women Shelter Beds: Funds to leverage private funding to create new family & single women shelter beds	Up to \$1,000,000	HEAP
Low Barrier Beds: Temporary housing & services for homeless persons who will not utilize emergency shelters due to barriers (pets, drug use, companions, mental health). Target: 8 beds for three years.	Up to \$394,200	HEAP

Motel Vouchers: Motel vouchers to temporarily house homeless persons outside of the greater Bakersfield area. Target: 100 motel days/year for three years.	Up to \$30,000	HEAP
Bridge Housing: Temporary housing & services (up to 90 days) for homeless persons who have a voucher and are searching for permanent supportive housing. Target: 25 beds for three years.	Up to \$351,075 with an additional approximately \$351,075 in 2019	CESH
Permanent Supportive Housing: Up to 36 months of rental assistance and services for homeless persons prioritized through CES. Housing First approach required. Target: 135 PSH beds.	Up to \$719,887 with an additional approximately \$719,886 in 2019	CESH
Deposit & Move-in Costs: One-time deposit and move-in cost assistance for households moving into permanent supportive housing. Target: 85 persons	Up to \$49,276	HEAP
Rapid Re-housing: Deposit, short-term rental assistance, and services to rapidly re-house homeless persons prioritized through CES. Target: 188 beds/year for three years.	Up to \$494,628	HEAP
Risk Mitigation Fund Enhancement: Increase risk mitigation fund coverage to \$2,500 per unit, add rapid re-housing units to policy, & expand marketing to landlords	Up to \$9,180 with an additional approximately \$66,181 in 2019	CESH

RFP Process

RFP responses are due by **5:00PM on Wednesday, October 31, 2018.**

Proposals can be submitted electronically (as pdf files) to jessica.j@uwkern.org or can be delivered to the United Way of Kern County, 5405 Stockdale Hwy, Suite 200, Bakersfield, CA 93309.

A RFP informational meeting will be held on Monday, October 15th at 10:00AM at the Baker Street Village Community Room located at 1015 Baker Street, Bakersfield.

Proposals must meet the threshold requirements and must respond to each of the selection criteria listed below. Proposals for activities other than the designated activities listed in this RFP and requests for funding that exceed the available funds for the activity will be rejected.

If an organization is applying for more than one eligible activity, a separate proposal must be submitted for each activity.

The KCHC has established a non-conflicting RFP review panel to review and rank responses. The panel will evaluate all of the proposals received against the evaluation factors set forth below and rank them in numerical order based on the aggregate of the evaluation factors. Proposals will be ranked by activity. For example, a proposal for

Homeless Prevention Funding will be ranked with other proposals for Homeless Prevention Funding and not with proposals for Respite Care Beds.

After conducting a thorough review and analysis, the highest-ranking proposal(s) for each eligible activity shall be selected. The KCHC reserves the right to reject any or all proposals and to waive any informality in proposals received whenever the KCHC determines that such rejection or waiver is in its best interest.

Threshold Requirements

Organizations selected to implement the designated activities must agree to the following threshold requirements:

- All activities will comply with KCHC Coordinated Entry System requirements
- Participation in HMIS
- Adherence to Housing First principles as defined by HUD
- Compliance with all State HEAP and CESH regulations and reporting requirements, including but not limited to reporting on relevant HUD system performance measures
- Utilization of the definition of homelessness as defined in the HEARTH Act

Selection Criteria

Experience (25 pts)

Applicants should describe in 750 words or less their experience in providing the proposed activity, including past performance on relevant HUD or similar system performance measures.

Capacity (25 pts)

Applicants should describe in 750 words or less their organizational capacity to administer the State funds in compliance with applicable regulations, including experience administering similar State and Federal funds. Explain the financial controls and oversight in place to ensure proper use of funds. Attached your most recent annual audit if requesting \$250,000 or more.

Cost Effectiveness/Leverage (25 pts)

Applicants should provide a budget detailing the costs for the activity, the proposed # of persons served, and any leverage of other funding sources.

Implementation Plan (25 pts)

Applicants should provide a project narrative in 750 words or less explaining the activity to be provided and a realistic timeframe for implementation of the activity. Demonstrate you understand the steps necessary to quickly implement the activity, including an expected expenditure timeline.

Expenditure Deadlines

HEAP: 50% of the funding must be spent by December 31, 2019 and 100% by April 30, 2021

CESH: 100% of the funding must be spent by December 31, 2022

The KCHC reserves the right to reallocate funds between activities if a designated activity is at risk of not meeting expenditure deadlines.

This is one-time State funding and organizations should not expect the funding to be renewed or extended in the future.

Other Information

The United Way of Kern County has been designated by the KCHC as the Administrative Entity for the HEAP and CESH funds. Organizations selected to implement eligible activities will enter into an agreement with the United Way. Funding will be reimbursed to the contracted organizations on a monthly basis upon submittal of the required documentation of eligible expenses. Organizations can request a one-time funding advance equal to 1/12 of the annual budget.

Contact Person

All questions related to this RFP should be directed to:

Jessica Janssen: jessica.j@uwkern.org