

BAKERSFIELD CITY COUNCIL AGENDA MEETING OF AUGUST 23, 2023

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

REGULAR MEETING - 5:15 PM

- 1. ROLL CALL
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS
 - a. Proclamation to Pryscyla Russell and Gigi the Warrior, declaring Childhood Cancer Awareness Month in Bakersfield during September 2023.

5. PUBLIC STATEMENTS

- a. Agenda Item Public Statements
- b. Non-Agenda Item Public Statements

6. APPOINTMENTS

 a. League of California Cities (CalCities) Annual Conference appointment of voting delegate(s)

City staff recommends the City Council appoint a voting delegate and alternate delegate(s).

Ward 1

b. One appointment (Ward 1 Alternate Member) to Youth Commission to complete an unexpired term expiring July 2024.

Staff recommends Council determination.

7. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

a. Approval of minutes of the August 9, 2023, Regular City Council Meetings.

Payments:

b. Receive and file department payments from July 28, 2023, to August 10, 2023, in the amount of \$14,678,241.82 and Self Insurance payments from July 28, 2023, to August 10, 2023, in the

Ordinances:

- c. First Reading of the following ordinances amending various sections of the Bakersfield Municipal Code:
 - 1. Repealing Section 2.84.610 relating to employee leave of absences due to a death in the family.
 - 2. Amending Section 3.20.125 relating to sale of surplus real property.
 - 3. Amending Section 5.14.060 relating to cabaret permit appeals.
 - 4. Amending Section 5.66.050 relating to food vending vehicles.
 - 5. Amending Section 12.36.010 relating to construction by builder.
 - 6. Amending Section 15.82.060 relating to adjustment of fees.
- Ward 4 d. Zone Change No. 22-0451 on 0.37 acres located at 7321 Rosedale Highway. The applicant and property owner is Francisco Macedo.
 - 1. Resolution approving Negative Declaration.
 - 2. First reading of ordinance amending Bakersfield Municipal Code Section 17.06.020 by changing the official zoning map from A (Agriculture) to M-2 (General Manufacturing) to facilitate consistency with the existing General Plan designation.
- e. Adoption of an ordinance amending Bakersfield Municipal Code Section 1.12.030 by adding Annexation No. 708 consisting of 4.21 gross acres to Ward 3, located along the south side of Rosedale Highway, generally between Parker Lane and Gibson Street. (FR 8/9/23)

Resolutions:

- Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City identified as Annexation No. 714 (Snow No. 17) located on the northwest corner of Snow Road and Calloway Drive. Notice of Exemption on file.
- Ward(s) 1, 2 g. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited and uninhabited territories into the City identified as Annexation No. 721 (Centennial No. 1) generally located along Highway 99 between Terrell Court and Madrid Avenue, north and east terminus of Elicia Drive, and south of Stockdale Highway between Stine Road and south Real Road.
 - h. Dispense with Bidding for the purchase of four (4) front loader

Ward 3

Ward 4

trucks for the Solid Waste Division.

- 1. Resolution determining that front loader trucks can most efficiently be obtained through cooperative procurement bidding procedures from E.M. Tharp Inc., dba Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$2,202,300.
- Appropriate and transfer \$202,300 Refuse Enterprise Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to complete the purchase of four units.

Ward 2

 Resolution to add Area 4-280 (610 & 624 4th Street) to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report. (Ward 2)

Agreements:

- j. Agreement with Arthur and Hansen, LLC (not to exceed \$300,000) for social media content production and management services.
- k. Agreement with Greenfield Union School District for School Resource Officer Program.

Ward 7

 Final Map, Improvement Agreement, and Landscape Agreement with Norris Road, LLC (Developer) for Tract 6874 Phase 1 located on the northwest corner of McCutchen Road and Reliance Drive.

Ward 7

m. Transportation Impact Fee Credit Agreement with RGF Land Company, Inc.(not to exceed \$105,594.94), for construction of Gosford Road north bound lane between Berkshire Road to the Phase 1/5 boundary of Tract 7261.

Ward 7

- n. Agreement with Norris Road LLC, (Developer) and LGI Homes-California, LLC. (LGI HOMES) to construct and dedicate Harvest Grove Park located within vesting tentative tract map 6873 and 6874.
- o. Agreement with Crosstown Electrical & Data, Inc. (\$2,300,000), for the installation of an Advanced Traffic Management System.

Ward 1

p. Agreement with Amarok, LLC (\$262,721.56), for Security System and Monitoring at the City's Materials Recovery Facility.

Ward(s) 1, 2

- q. State Route 99 and State Route 58 Interchange Project:
 - Authorize the creation of the new SR99 and SR58 Interchange Project and transfer \$450,000 from savings inherited from Project TRBI18 (\$294,000) and Project TRCC17 (\$156,000) to the new project.
 - Approve agreement with Parsons Transportation Group (not to exceed \$419,872.89) for the preparation of project report and environmental support for the southbound to westbound connector at SR58/SR99 Interchange.

- r. Agreements to provide TCP analytical services for the Water Resources Department:
 - 1. Agreement with Fruit Growers Laboratory, Inc., (not to exceed \$350,000 for a one-year term).
 - 2. Agreement with BSK Associates, Inc., (not to exceed \$150,000 for a one-year term).
- s. Amendment No. 5 to Agreement No. 2020-004 with Central Square Inc. (to increase compensation \$313,862.02 revised not to exceed \$1,209,336 and extend the term until March 29, 2025), for continued use and maintenance of various software products.
- t. Amendment No. 3 to Agreement No. 2020-158 with Precision Fertilizer Spreading (increase compensation by \$103,000, revised not to exceed \$341,000 and extend the term one year) to continue the supply of Hauling & Spreading Biosolids.
- u. Amendment No. 3 to Agreement No. 2020-159 with Kern Sprinkler Landscaping (increase compensation by \$1,000,000 and extend the term one year) to continue the supply of On-Call Irrigation & Landscape Service.
- v. Amendment No. 2 to Agreement No. 2021-212 with Kern Asphalt Paving & Sealing, (extend term one year) to continue the supply of Oil Transport & Spreading Services.

Bids:

w. Accept bid and approve agreement with Pavletich Electric and Communications, Inc. (\$48,070), for installation of network cameras at Fleet Services.

Miscellaneous:

x. 2022-23 Grand Jury Report Response: Public Safety Vital Services Tax Oversight Committee.

Successor Agency Business:

Public Safety/Vital Services Measure:

Ward 2

y. Agreement with Bakersfield Rescue Mission, DBA The Mission at Kern County (not to exceed \$192,000) for the Purchase of Real Property located at 800 Baker Street.

Ward 1

z. Amendment No. 1 to Agreement No. 2023 with Bowman Asphalt, Inc. for earthmoving and equipment, to add the construction of traffic calming elements to the scope of work.

8. CONSENT CALENDAR PUBLIC HEARINGS

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

9. HEARINGS

a. Public Hearing to consider amended and restated Resolution No. 168-08(1) to confirm participation in the Statewide Community Infrastructure Program (SCIP).

Staff recommends adoption of the resolution.

- 10. REPORTS
- 11. DEFERRED BUSINESS
- 12. NEW BUSINESS
- 13. COUNCIL AND MAYOR STATEMENTS
- 14. ADJOURNMENT



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Presentations 4. a.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 8/10/2023

WARD:

SUBJECT: Proclamation to Pryscyla Russell and Gigi the Warrior, declaring

Childhood Cancer Awareness Month in Bakersfield during September

2023.

STAFF RECOMMENDATION:

BACKGROUND:



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Public Statements 5. b.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE:

WARD:

SUBJECT: Non-Agenda Item Public Statements

STAFF RECOMMENDATION:

BACKGROUND:

The following speakers spoke:

1. Tracey Dominguez

- 2. Marylee Shrider and Penny Martinez (written material provided)
- 3. Eddy Laine (written material provided)
- 4. Antje Lauer
- 5. Yvette Ward
- 6. Ocie Crawford

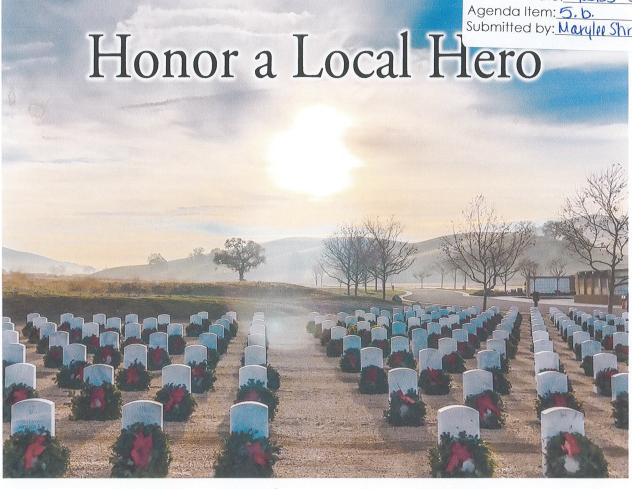
ATTACHMENTS:

Description Type

□ Written material provided by Marylee Shrider Correspondence

□ Written material provided by Eddy Laine Correspondence

Rec'd & Placed on file at City Council Meeting of: Date: <u>8/23/23 - 5:15</u>pN Agenda Item: <u>5. b.</u> Submitted by: <u>Marylu Shrider</u>



December 16, 2023

National Wreaths Across America Day

Join the Bakersfield Republican Women, Federated on their mission to ensure every veteran is remembered.

Sponsor a Christmas wreath today to honor a veteran's grave at the Bakersfield National Cemetery this December.

Scan the QR code to make a donation online or visit www.wreathsacrossamerica.org/CA0797





https://www.bakersfield.com/bakersfield-life/honor-our-veterans-effort-underway-to-ensure-every-gravesite-at-bakersfield-national-cemetery-is-adorned/article_8be95db4-0948-11ee-9f80-a73d5d046d67.html

Honor our veterans: Effort underway to ensure every gravesite at Bakersfield National Cemetery is adorned with a Christmas wreath

By MARYLEE SHRIDER For Bakersfield Life Jun 24, 2023





Bakersfield Police Department Assistant Chief Brent Stratton lays a wreath and prays at the Bakersfield National Cemetery in 2022

Provided by Mary Stratton

In the years since U.S. Army veteran Ralph Moore died from cancer in 2011, his Bakersfield family has sought to honor his memory and military service. Family members like sister-in-law Mary Stratton say a poignant way to do so is by participating in the December wreath-laying ceremony at the Bakersfield National Cemetery, where veterans' gravesites are ceremoniously adorned with fresh Christmas wreaths.

"It's just so respectful, so beautiful," Stratton said. "And it's one small way to teach our grandchildren how to honor our veterans."

Sadly, many who participated in the ceremony last December missed that opportunity when the available supply of wreaths ran out before all veterans were honored, leaving more than 1,000 gravesites bereft of any decoration. Stratton said she barely managed to snag even one, despite being an event volunteer and having sponsored two wreaths.

"I delivered a truckload of wreaths to a specific section, but they were snatched up so fast by volunteers, I was left with nothing," she said. "As I was walking to where my brother-in-law was buried, a young man rushed by with three on each arm, and I begged him to let me have one."

The young man readily complied, but countless others were left empty-handed and disappointed, including Air Force veteran Penny Martinez, who called the situation "unacceptable."

"In a patriotic community like ours that loves our military veterans, that shouldn't happen," she said. "Every veteran buried there deserves to be honored, and we are going to help make sure they are."

The "we" Martinez referenced is the Bakersfield Republican Women, Federated (BRWF), one of 14 registered sponsor groups partnering with the Bakersfield National Cemetery to ensure every veteran's gravesite is honored with a wreath during National Wreaths Across America Day on Dec. 16, 2023.

To accomplish their mission, BRWF and the Bakersfield National Cemetery on July 4 will launch Christmas in July, a media blitz intended to encourage Kern County's military supporters to sponsor wreaths and volunteer for the December event. Those who wish to do either may register online throughout the year. About 2,000 wreaths have been reserved thus far, leaving 5,200 to be sponsored with only five months to go. Wreaths are \$17 each and may be reserved at wreathsacrossamerica.org/CA0797.

The annual wreath-laying event was born in 1992 when the Worcester Wreath Co. in Harrington, Maine, discovered they had a surplus of Christmas wreaths near the end of the holiday season. Remembering fondly a boyhood trip to Arlington National Cemetery in Virginia, owner Morrill Worcester realized the wreaths presented an opportunity to honor the veterans interred there. With the aid of Maine Sen. Olympia Snowe, he arranged for the wreaths to be placed at Arlington in one of the older sections of the cemetery that was receiving fewer visitors with each passing year.

Today, Wreaths Across America Day ceremonies are held at 3,700 national cemeteries in all 50 U.S. states, at sea and abroad. Bakersfield National Cemetery Director Cindy Van Bibber has played an active role in annual wreath-laying ceremonies at national cemeteries since 2006. A U.S. Army veteran herself, Van Bibber says the sight of row after row of headstones adorned with Christmas wreaths touches her "almost more than words can express." While it's not within the BNC's purview to solicit wreath sponsorships, the cemetery can promote the event and partners with the community groups and donors who facilitate it.

Like many others, Van Bibber was "heartbroken" by the wreath shortfall in 2021 and 2022 but said she feels fortunate to be part of "such a veterancentric community" and expects Kern County will rise to meet the challenge this year.

Van Bibber said there's a saying at the National Cemetery Administration that's exemplified in the way members of sponsor organizations like the Civil Air Patrol and Young Marines participate in the wreath-laying ceremony — by solemnly laying a wreath on a headstone, saluting or placing a hand over a heart, and saying the veteran's name out loud as a thank-you to him or her for their service.

"At the NCA, they say that no one is truly forgotten until their name is spoken for the last time," she said. "We want every one of them remembered."

Christmas in July

Celebrate America's birthday by ensuring the final resting place of every veteran interred at the Bakersfield National Cemetery is honored in December.

National Wreaths Across America Day

Dec. 16, 2023

9 a.m., Bakersfield National Cemetery

30338 E. Bear Mountain Blvd., Arvin.

Wreath sponsorship: \$17

To sponsor a wreath: wreathsacrossamerica.org/CA0797

For every two wreaths sponsored via the BRWF site, a third will be added at no charge.

Rec'd & Placed on file at City Council Meeting of: Date: 8123123 - 6:15PM

Agenda Item: 5.b.
Submitted by: Eddy Laine

AUGUST 23, 2023 COMMENTS TO THE BAKERSFIELD CITY COUNCIL

To update the Sierra Club's February 6, 2023 request to the City of Bakersfield:

- 1. The Lois Henry article in The Bakersfield Californian on August 11 clarified questions surrounding the Bring Back the Kern lawsuit. She explained the role of the City-owned weirs—the first of which is "just west of Hart Park." I am passing around a picture of that first weir. City of Bakersfield-owned water above that weir used by Kern County is not a part of the lawsuit. The County of Kern is not party to the lawsuit. The lawsuit does not pertain to City-County matters. Our Sierra Club request involves: (a) City-County water issues and (b) the critically important need for intra-city coordination between City Water Resources, Code Enforcement and Recreation and Parks--discussed and documented over a year ago. What needs to be avoided is a repeat of the summer of 2022 when the two small lakes at the Park at Riverwalk serving the public were drained while thousands of gallons of City water were used to seed the tees at the Kern River Golf Course.
- 2. During the Council meeting on February 8 Dr. Antie Lauer, also a member of our Executive Committee, and I reviewed issues in the February 6 letter. There was a referral by Councilman Arias to the City Manager's office.
- 3. During the Council meeting on June 28 these issues were reviewed--along with Deacon Kathy Klein of the Episcopal Diocese of San Joaquin. Separate letters requesting follow-up were submitted by the Diocese and St. Paul's Episcopal Church. There was a referral by Councilwoman Kaur to the City Manager's office.
- 4. Again: (a) Kern County diverts City water to the Kern River Golf Course, Lake Ming and other uses prior to that water reaching the first weir, (b) Kern County pays for water diverted to Lake Ming. However, there was no follow-up to a May 17, 2016 Administrative report from Water Resources Manager Art Chianello indicating that "the City and County have agreed to participate in future engineering studies and to install water meters to more accurately track water use," and (c) the Kern River Golf Course does meter City of Bakersfield water pumped from the pumping station which also serves Lake Ming. In fact, "back flow" water going back into Lake Ming "due to periodic flushing" is tracked (in the document which has been passed out). However, the Kern River Golf Course is not paying the City of Bakersfield (or the County of Kern) for Kern River water it is using-seemingly a gift of public property (in this case water) to this privately-operated Golf Course.

We would hope that these important issues (such as City residents who pay their water bills subsidizing the Kern River Golf Course) would receive serious follow-up attention.

Eddy Laine, Member, Executive Committee, Sierra Club, Kern-Kaweah Chapter

KERN RIVER WATER USAGE AS REPORTED BY GOLF COURSE OPERATOR

Month of Use	Usage in Acre Feet	
3/1/2022	20	
4/1/2022	29	
5/1/2022	47	
6/1/2022	62	
7/1/2022	86.7	
8/1/2022	79.7	******
9/1/2022	59	
10/1/2022		
11/1/2022		
12/1/2022		

Back Flow of water going into Lake Ming

5.3 acre feet	This is pumped water that isnt used at the golf course
	but backflows via piping into Lake Ming due to
5 acre feet	periodic flushing.
6.1 acre feet	
5.15 acre feet	-
6.4 acre feet	
6.2 acre feet	
6.6 acre feet	
	

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3/1/2022	20	
4/1/2022	29	
5/1/2022	47	
6/1/2022	62	
7/1/2022	86.7	
8/1/2022	79.7	
9/1/2022	59	
10/1/2022		
11/1/2022		
12/1/2022		

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5 acre feet	periodic flushing.
6.1 acre feet	
5.15 acre feet	
6.4 acre feet	
6.2 acre feet	
6.6 acre feet	





ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Appointments 6. a.

TO: Honorable Mayor and City Council

FROM: Christian Clegg, City Manager

DATE: 8/17/2022

WARD:

SUBJECT: League of California Cities (CalCities) Annual Conference appointment

of voting delegate(s)

STAFF RECOMMENDATION:

City staff recommends the City Council appoint a voting delegate and alternate delegate(s).

BACKGROUND:

The 2023 League of California Cities (CalCities) Annual Conference and Expo is scheduled from September 20-22 in Sacramento. The annual General Assembly, during which proposed CalCities resolutions will be considered, is scheduled for 8:30 a.m. on Friday, September 22.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Appointments 6. b.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 8/8/2023

WARD: Ward 1

SUBJECT: One appointment (Ward 1 Alternate Member) to Youth Commission to

complete an unexpired term expiring July 2024.

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

The Bakersfield Youth Commission is composed of eight voting members and eight alternate members appointed by the Mayor and City Council. The Mayor and each Councilmember nominate students from the City of Bakersfield, which are then approved by the full City Council. Members must either reside in the ward they represent or in the ward their school is located.

The Bakersfield Youth Commission identifies the concerns and needs of local youth, including matters related to recreational opportunities, park amenities, student safety, and volunteer opportunities with the City. Meetings are typically held on the fourth Monday of each month at 4:30 p.m.

There are currently commissioner vacancies for alternate members in Wards 1, 2, 3, 4, and 7.

The appointment for an alternate position for Ward 1 is an existing vacancy with an unexpired term. The term for the new appointment will expire July 2024.

The following eligible applications were received for Ward 1:

Student Name Eligible to serve in:

Raquel Robledo Ward 1 (residence) and Ward 1 (school)

The City is continuing to receive applications for other remaining vacancies and staff will bring

those forward for appointment at a future date.

ATTACHMENTS:

Description Type

Raquel Robledo Backup Material

2023 AUG -8 AM 9: 07

SUBMIT TO:

BAKERSFIELD CITY CLERK

City Clerk
City_clerk@bakersfieldcity.us
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY RESIDENT: YES

NO

RESIDENCE WARD: 1 2 3 4 5 6 7 SCHOOL WARD: 1 2 3 4 5 6 7

CITY OF BAKERSFIELD YOUTH COMMISSION APPLICATION FOR APPOINTMENT

	1001	I O O INTERIORION AFT	PLICATION FOR AFFORMIN	VEIAI
1.	Student Name: Roc	quel	to the sty throws of	Robledo
				Last
2.	Parent/Guardian Nam	e: Maribel	ent was god in	Pobledo
		First	Middle	Last
3.	Gender (Male/Female)	: Female		
4.	High School: 504	n high Sc	hool	
	School Address: 101	Planz Rd.		
	Bakerstierd	kem		93304
	City	County	State	Zip
	Grade Level: 12	Bridge .	GPA:	
5.	Occupation (if applica	ble):		e kalangan kanangan dan kanangan kanangan kanangan kanangan kanangan kanangan kanangan kanangan kanangan kanan
	Company: South	high Sch	col	<i>(2</i>
	Hours per Week:		Date:	
	Address: 101 Pla	ne vd.		
	Address: 1101 Pla Bakersfield	kern	CA	93304
	City	County	State	Zip
Please	note: You may be eligi ositions you are most inte	ble to serve in seve	eral different positions. P	Please indicate which ward
and p	ositions you are most inte	rested in serving in	order of preference.	
Ward:		May make the	Regular Alternate Mer	nber (please circle one)
Ward:		Constitution of the second	Requiar/Alternate Mer	nher (nlease circle and)
Ward:			Requiar/Alternate Mer	nber (please circle one)
Ward:			Regular/Alternate Mer	nber (please circle one)

Please respond to the following supplemental questions on a separate sheet(s) of paper.

- 6. How did you hear about the Youth Commission?
- 7. Why would you like to become a Youth Commissioner?
- 8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
- 9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
- 10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

Please attach to this application your responses to the supplemental questions and any additional information that you feel would be helpful in reviewing your qualifications. Also, please note that your transcripts will be requested by the City if you are recommended for the Youth Commission.

Authorization and Release

I have reviewed Chapter 2.60 in the Bakersfield Municipal Code, and understand the expectations of becoming a member or alternate of the Youth Commission. I have discussed the time commitment with my parent(s) or guardian(s) and school representative, and can commit a sufficient amount of time to the Youth Commission. I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Clarature of School Representative

Olympia at Applicant's Basest (Guardian

Signature of Applicant

ightature of Applicant a ratenti outituan

Date

Nate

Note: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

Date of Birth: 03-19-20	1 5		
Home Address:			
City Co	ounty	State	ZIP
Home Phone (a carried to the state of the s	Cell Phone	
Emall Address:			
ecommender Contact Inform	ation		
Name: Grante Cic	une und	dle	Last
Title: puth leader			
Organization: <u>C1WC1</u> Relationship to student: <u>M</u>	entor		
E-mall: <u>gemager</u>	norara a) a	ol.com	

Applicant Contact Information

- 1) I heard about the youth commission through Gema Perez and city Council member Eric
- I would like to become a youth commissioner because I would like to learn more about the city councils job and get more experience
- A specific youth or community issues is addressing more street lights and saver streets, some idea is adding more lights by schools or busy roads.
- 4) In the upcoming year I have CTech through 6:30-11:30 and no clubs nor spots am I involved in.
- Micheal Eagan (661)858-7956 English teacher Lisa schimnowski, school counselor email: lisa_schimnowski@kemirign.org

Student Name Robledo, Raquel			4	School District High School	!	Unofficial High School South High School			
Perm ID	State	ate ID Gr		Gen F	Unofficial Tran	nscript (High School)		28, 2023 th.kernhigh.org	
Date Of Birth		Phone	Enter Date Leave Date 08/24/2020		Leave Date	Phone 661-831-3680	Fax 661-837-2756		
Home Address			00/24/2020		School Address				
				Clas	s of 2024	1101 Planz Rd Bakersfield, CA 93304-6150			

Cn. IO			red Att/Cmp	Crs ID	Course Title		Mark	Cred Att/Cmp	Crs ID	Contac		Mark	Liec	Att/Cmp
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2005	Geometry 9 P	No	5.00 / 0.00	4846	PERCUSSION	- 1	Α	10,00 /10.00	Algebra		10.00	10.00		
3034	throPhySci P	C	5.00 / 5.00	Cred Att 45	.00 Cred Ci	mp. 45.00)	GPA: 2.86	Earth/Physical	Chemist		10.00		
4201	PE & CORE	C	5.00 / 5.00		South Hig	h Schoo	ol		Life Science/B		10.00	10.00		l
4,723	VCACCIAB	٨	5.00 / 5.00	Yr: 2021	Tenn:	552	Gr	ide: 10	Health	,0,097	5.00	5.00		
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ADMINISTRATIVE REPORT

MEETING DATE : 8/23/2023	Consent – Minutes a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE:

WARD:

SUBJECT: Approval of minutes of the August 9, 2023, Regular City Council

Meetings.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

ATTACHMENTS:

Description Type

Aug 9 minutes Backup Material



BAKERSFIELD CITY COUNCIL MINUTES MEETING OF AUGUST 9, 2023

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

REGULAR MEETING - 3:31 PM

1. ROLL CALL

Present: Mayor Goh, Vice Mayor Gonzales, Councilmembers Arias (seated at

3:48 p.m.), Weir, Smith, Gray

Absent: Councilmembers Freeman and Kaur

2. PUBLIC STATEMENTS

a. Agenda Item Public Statements

None.

b. Non-Agenda Item Public Statements

None.

3. REPORTS

a. Staff Report from City Attorney regarding Potential Amendment to Charter - Council Salary.

(Staff recommends Council provide feedback and direction.)

City Attorney Gennaro made staff comments and provided a PowerPoint Presentation.

Motion by Vice Mayor Gonzales to continue discussion identifying options with the goal Ordinance adoption and referendum to the voters at the General Election 2024. Motion approved with Councilmembers Weir and Gray voting no and Councilmembers Freeman and Kaur absent.

 Gun Violence Reduction Strategy Update (Staff recommends Council receive and file the report.)

City Clerk Drimakis announced a staff memorandum was received for item 3.b. transmitting an updated strategy report.

City Manager Clegg made staff comments and provided a PowerPoint Presentation.

Councilmember Arias requested staff research strategic investment opportunities in Arts, Job Development, Literacy, Sports and/or Housing Support Programs to support and provide additional resources to disadvantaged youth and communities.

3. REPORTS continued

Item 3.b. continued

Vice Mayor Gonzales requested staff explore partnering with the County to extend the hours/days of service at the Baker Branch Library and the Halloway-Gonzales Branch Library.

Motion by Vice Mayor Gonzales to receive and file the report. Motion approved with Councilmember Freeman and Kaur absent.

4. ADJOURNMENT

Mayor Goh adjourned the 3:30 p.m. meeting at 4:46 p.m.

REGULAR MEETING - 5:15 PM

1. ROLL CALL

Present: Mayor Goh, Vice Mayor Gonzales, Councilmembers Arias, Weir, Smith,

Gray, and Kaur

Absent: Councilmembers Freeman

2. INVOCATION

By Pastor Eric Van Scharrel, St. John's Lutheran Church.

3. PLEDGE OF ALLEGIANCE

By Noor El Kereamy, Senior at Stockdale High School.

4. PRESENTATIONS

 a. Proclamation to Scott Thygerson, CEO of Kern Medical Center, Martha Leon, Executive Director of Kern Medical Foundation, and Rob Purdie Patient & Program Development Coordinator for the Valley Fever Institute at Kern Medical, declaring Valley Fever Awareness Month during August 2023.

5. PUBLIC STATEMENTS

a. Agenda Item Public Statements

None.

- b. Non-Agenda Item Public Statements
 - 1. Lisa Smith spoke regarding gang graffiti at businesses near her neighborhood of Stockdale Highway near the Centennial Corridor Construction Project (written material provided).

Vice Mayor Gonzales requested staff work with the contractor along the freeway to remove the graffiti from the k-rails and to proactively address the unincorporated areas in the County to abate graffiti.

2. Tamara Montana spoke regarding an invitation to the In God We Trust Annual Event on August 11, 2023 (written material provided).

6. APPOINTMENTS

a. Six Appointments (Mayoral Regular and Alternate Member, Ward 1 Regular Member, Ward 4 Alternate Member, and Ward 5 Regular and Alternate Member) to the Youth Commission.

(Staff recommends Council determination.)

Six applications for the appointments were received from Harjaisal Brar, Braden Mendiburu, Natalie Tarango, Kaitlyn Ocampo, Tanvi Thallapalle and Jimmy Yum.

Mayor Goh nominated Harjaisal Brar, regular member and Braden Mendiburu, alternate member.

6. **APPOINTMENTS** continued

Item 6.a. continued

Councilmember Arias, Ward 1, nominated Natalie Tarango, regular member.

Councilmember Gray nominated Tanvi Thallapalle, regular member, and Jimmy Yum, alternate member, on behalf of Councilmember Freeman, Ward 5.

Motion by Vice Mayor Gonzales to appoint Harjaisal Brar, as the Mayoral Regular member, Braden Mendiburu, as the Alternate member, Natalie Tarango, as the regular member for Ward 1, Tanvi Thallapalle, regular member and Jimmy Yum, alternate member for Ward 5, on the Bakersfield Youth Commission, term to expire July 31, 2025. Motion approved with Councilmember Freeman absent.

Appointment of one Alternate Member (Ward 5) to complete an unexpired term which will expire December 2024 to the Keep Bakersfield Beautiful Committee, due to the resignation of Steve Esselman.
 (Staff recommends Council determination.)

City Clerk Drimakis announced that 1 application for the appointment has been received from Yahya Kazi.

Councilmember Gray nominated Yahya Kazi, alternate member on behalf of Councilmember Freeman, Ward 5.

Motion by Vice Mayor Gonzales to appoint Yahya Kazi as the alternate member for Ward 5 on the Keep Bakersfield Beautiful Committee, term to expire December 31, 2024. Motion approved with Councilmember Freeman absent.

7. CONSENT CALENDAR

(Staff recommends adoption of Consent Calendar items.)

Minutes:

a. Approval of minutes of the July 12, 2023, Regular City Council Meeting.

Payments:

b. Receive and file department payments from June 30, 2023, to July 27, 2023, in the amount of \$78,221,877.21 and Self Insurance payments from June 30, 2023, to July 27, 2023, in the amount of \$7,797,930.27, totaling \$86,019,807.48.

Ordinances:

c. First Reading of an Ordinance amending Bakersfield Municipal Code Section 1.12.030 by adding Annexation No. 708 consisting of 4.21 gross acres to Ward 3, located along the south side of Rosedale Highway, generally between Parker Lane and Gibson Street.

FR ONLY

Resolutions:

d. Resolution confirming approval by the City Manager designee of the Code Enforcement Manager'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 demolishment of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.

RES 111-2023

e. Resolution authorizing the Bakersfield Police Department to accept funding in the amount of \$60,000 made available through the Alcohol Policing Partnership Program Grant from the California Department of Alcoholic Beverage Control.

RES 112-2023

f. Resolution dispensing with bidding under Section 3.20.060 of the Bakersfield Municipal Code Relating to the Design/Build for the Elevator Modernization for the 18th and Eye Street Parking Garage.

RES 113-2023

- g. Dispense with Bidding for the purchase of Spacesaver Storage System for the Police Department:
 - 1. Resolution determining that Spacesaver Storage System can most efficiently be obtained through cooperative procurement bidding procedures from McMurray Stern and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$1,383,970.

RES 114-2023

2. Agreement with McMurray Stern (not to exceed \$1,383,970) for installation of Spacesaver Storage System.

AGR 2023-177

- h. Resolutions to add the following areas to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each:
 - 1. Area 3-119 (5109 Woodmere Drive) Ward 6

RES 115-2023

2. Area 4-277 (3731 L Street) - Ward 3

RES 116-2023

3. Area 4-278 (11121 Pitts Avenue) - Ward 3

RES 117-2023

Item 7.h. continued

4. Area 4-279 (205 East California Avenue) - Ward 2

RES 118-2023

5. Area 5-122 (1902 Lotus Lane) - Ward 1

RES 119-2023

i. Resolution of Intention (ROI) No. 2179 adding territory, Area 4-280 (610 & 624 4th Street), Ward 2, to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report.

ROI 2179

- j. New Job Specifications and Changes to Salary Schedule:
 - Amendment No.1 to Resolution No. 098-23 setting salaries and related benefits for officers and employees of the General Supervisory and Management Units and adopting salary schedule and related benefits.

RES 098-2023 (1)

2. Amendment No. 37 to Resolution No. 044-93 setting salaries and related benefits for the Temporary Unit.

RES 044-93 (37)

- 3. New Job Specifications: Outreach Program Supervisor #57085
- 4. Revised Job Specification: Water Resources Superintendent #88570
- k. Council Policy and Procedure Manual update:
 - Resolution Repealing Resolution No. 152-01 and all its amendments thereto, and requesting Chapter Four, Section 4.20 of the Council Policy and Procedure Manual be reserved.

RES 120-2023

2. Resolution relating to financial assistance for nonprofit groups and requesting it be placed in Chapter Four, Section 4.20 of the Council Policy, and Procedure Manual.

RES 121-2023

Agreements:

I. Agreement with Sinewatts, Inc. (not to exceed \$110,000), for consulting services related to the development of new energy technology infrastructure in Bakersfield.

AGR 2023-178

- m. California Department of Water Resources:
 - 1. IRWM Grant Agreement between DWR and City of Bakersfield in the amount of \$6,243,505.

AGR 2023-179 (GA)

2. Subgrantee Agreement between City of Bakersfield and Local Project Sponsors.

AGR 2023-179

n. Agreement with Brown Armstrong Accountancy Corporation (\$102,500) for a full scope annual audit of the 2022-23 fiscal year.

AGR 2023-180

o. Agreement with the Bakersfield City School District to provide School Resource Officer Services.

AGR 2023-181

p. Final Map and Improvement Agreement with LGI Homes – California, Inc., (Developer) for Tract 7141 Unit 2 located at east of Morning Drive and south of Morningstar Drive.

AGR 2023-182

q. Final Map, Improvement Agreement, and Landscape Agreement with RGF Land Company, Inc., (Developer) for Tract Map 7261, Phase 7 located northeast corner of Berkshire Road and Gosford Road.

AGR 2023-183. AGR 2023-184

r. Transportation Impact Fee credit Agreement with Summit Capital Ventures, Inc. (not to exceed \$182,268.26), for the construction South Allen Road to full 1/2 width on the north bound lane and one lane in the south bound side between White Lane and Muirlands Parkway.

AGR 2023-185

s. Design Consultant Agreement with Parsons Transportation Group, Inc. (not to exceed \$250,000), for the Bridge Rehabilitation and Repair Program.

AGR 2023-186

t. Design Consultant Agreement with Parsons Transportation Group, Inc. (not to exceed \$99,000), for the Beale Avenue Bridge Improvements at the Union-Pacific Railroad.

AGR 2023-187

u. Agreement with the following contractors to provide various on-call services City-wide for a one-year term with an automatic extension of time option for up to three additional years:

Item 7.u. continued

1. Curtis Electrical Construction, Inc. (not to exceed \$578,000), for electrical repairs; and

AGR 2023-188

2. HPS Mechanical, Inc. (not to exceed \$500,000), for plumbing services; and

AGR 2023-189

3. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy (not to exceed \$400,000), for HVAC installation/repairs; and

AGR 2023-190

4. Alert Disaster Restoration (not to exceed \$500,000) for pressure washing, biohazard abatement, mold remediation and both fire/water repairs.

AGR 2023-191

v. Amendment No. 1 to Consultant Retainer Agreement No. 2022-169 with Liebert Cassidy Whitmore to extend the term to June 30, 2025, to continue providing consultation services for the City with respect to labor relations.

AGR 2022-169 (1)

w. Amendment No. 1 to Agreement No. 2022-159 with Highstreet IT Solutions for CanAm Technologies, Inc. (increase compensation \$278,700, revised not to exceed \$606,000), to add Image Cash Letter interface for transactions, bidirectional Interface with Clariti software and bi-directional interface with VertexOne software.

AGR 2022-159 (1)

x. Amendment No. 3 to Agreement No. 2021-215 with Metropolitan Recycling, LLC. (increasing compensation by \$500,000; revised not to exceed \$1,337,000), for the acceptance of commingled recyclables.

AGR 2021-215 (3)

y. Amendment No. 2 to Agreement No. 2022-183 with Critters Without Litters (increasing compensation \$180,000; revised not to exceed \$390,000) to provide for cat spay, neuter, and vaccination services for the City's Community Cat Program.

AGR 2022-183 (2)

z. Amendment No. 1 to Agreement No. 2022-237 with Flood Bakersfield Ministries, Inc. (extending term to December 30, 2023), for Homeless Housing Assistance and Prevention (HHAP-3) Homeless Street Outreach Services.

AGR 2022-237 (1)

aa. Amendment No. 2 to Agreement No. 2021-180 with General Tree Service, Incorporated (increase compensation by \$1,000,000; revised not to exceed \$2,720,000 and extend the term by one year) to continue the supply of tree trimming services.

AGR 2021-180 (2)

- ab. Agreements with Rincon Consultants, Inc. to complete the Housing Element Update:
 - 1. Amendment No. 2 to Agreement No. 2021-242 (decrease total compensation by \$24,428; revised not to exceed \$3,038,559)

AGR 2021-242 (2)

2. Amendment No. 1 to Agreement No. 2021-243 (increase total compensation by \$24,428; revised not to exceed \$322,969).

AGR 2021-243 (1)

ac. Contract Change Order No. 56 to Agreement No. 18-176 with Security Paving Company (\$25,000; revised not to exceed \$51,313,322.32) for the Bakersfield Freeway Connector Project.

AGR 18-176 CCO 56

ad. Contract Change Order Nos. 71, 75, 77, 78, 101, and 103 to Agreement No. 19-069 with Security Paving Company (increasing compensation by \$226,613.27; revised not to exceed \$149,759,781.39) for the Centennial Corridor Mainline Project.

AGR 19-069 CCO 71, CCO 75, CCO 77, CCO 78, CCO 101, CCO 103

Bids:

- ae. Reject bid for an Annual Contract for Concrete Construction for multiple departments and divisions.
- af. Accept bid and approve contract to Centennial Asphalt Company (\$563,982.50) for an annual contract to supply asphaltic emulsions and sealant for the Streets Division. (Citywide)

AGR 2023-192

ag. Accept bid and approve constructions projects agreement with J.L. Plank Inc. DBA Cen-Cal Construction (not to exceed \$665,863.50), for the construction of Saunders Park Sump Wall (P3C141) and Saunders Park Pavilion Fence (P3C142) projects.

AGR 2023-193

ah. Accept bid and approve contract to Kern Masonry Structures, Inc. (not to exceed \$400,000), for an annual contract for block wall repair. (Citywide)

AGR 2023-194

- ai. Traffic Calming Demonstration on Beale Ave at Monterey and Niles Streets:
 - Accept bid and approve contract with DOD Construction LTD (\$441,007.50) for said project; and
 - 2. Authorize staff to approve, as necessary, up to \$40,000 in City-controlled contingency for unforeseen conditions encountered during construction for said project.

REMOVED FOR SEPARATE CONSIDERATION. See page 12.

- aj. Street Improvements on Ohio Drive:
 - 1. Accept bid and approve contract with Cen-Cal Construction (\$497,768.50) for said project; and

AGR 2023-196

- 2. Authorize staff to approve, as necessary, up to \$150,000 in City-controlled contingency for unforeseen conditions encountered during construction of said project.
- ak. Pavement Rehabilitation 2022-2023 SB-1: Manor Street from Columbus Street to Kern River Bridge:
 - 1. Accept bid and approve contract with Griffith Company (\$2,482,735) for said project;
 - 2. Authorize staff to approve, as necessary, up to \$150,000 in Citycontrolled contingency for unforeseen conditions encountered during construction for said project; and
 - 3. Appropriate \$850,000 from the Senate Bill 1 (SB-1) balance into the Public Works Department's Capital Improvement Program within the SB-1 Fund for said project.

REMOVED FOR SEPARATE CONSIDERATION. See page 12.

- al. Sewer Lift Station Rehabilitation at Hageman Road and Allen Road:
 - 1. Accept bid and approve contract with Nicholas Construction, Inc. (\$2,150,975), for said project; and
 - 2. Authorize staff to approve, as necessary, up to \$110,000 in City-controlled contingency for unforeseen conditions encountered during construction for said project.

REMOVED FOR SEPARATE CONSIDERATION. See page 12.

am. Sewer Lift Station Rehabilitation at Parsons Way & Panama Lane and Benton Street & Planz Road:

Item 7.am. continued

- 1. Accept Bid and approve contract with W.M. Lyles Company (\$3,193,898) for said project;
- 2. Authorize staff to approve, as necessary, up to \$200,000 in Citycontrolled contingency for unforeseen conditions encountered during construction for said project; and
- 3. Appropriate \$1,100,000 from the Sewer Enterprise Fund balance into the Public Works Department's Capital Improvement Program within the Sewer Enterprise Fund for said project.

REMOVED FOR SEPARATE CONSIDERATION. See page 12.

Miscellaneous

- an. Appropriate \$79,730 State Grant Revenue for the Waste Tire Enforcement Grant Program to the Development Services Operating Budget in the General Fund.
- ao. Appropriate \$1,352,109 Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant funds to the Water Resources Department's Capital Improvement Budget for the Kern River Canal Backup Weir Reconstruction Project.
- ap. Appropriate \$717,269.48 Emergency Shelter Grant Coronavirus funds to the HUD CDBG Entitlements Economic and Community Development Operating Budget.

Successor Agency Business:

aq. Receive and file Successor Agency payments from June 30, 2023, to July 27, 2023, in the amount of \$766,075.68.

Public Safety/Vital Services Measure:

ar. Resolution determining that Globe® Turnout Clothing is the Bakersfield Fire Department standard and it cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$404,700. (Citywide)

RES 122-2023

as. Amendment No. 2 to Design/Build Construction Projects Agreement No. 2021-183 with Playcore Wisconsin, Inc. DBA Gametime (\$1,550,000; revised not to exceed \$9,720,182), to provide playground equipment, outdoor fitness equipment, site accessories, surfacing and other related products and services for City parks. (Citywide)

AGR 2021-183

City Clerk Drimakis announced a staff memorandum was received for item 7.o. transmitting a signed approved agreement from Bakersfield City School District.

Councilmember Weir requested item 7.ai., 7.ak., 7.al., and 7.am., be removed for separate consideration.

Vice Mayor Gonzales abstained on item 7.aa. due to conflict.

Motion by Vice Mayor Gonzales to adopt Consent Calendar items 7.a. through 7.as., with the removal of item 7.aa. due to a conflict, and items 7.ai., 7.ak., 7.al., and 7.am., for separate consideration. Motion approved with Councilmember Freeman absent.

Motion by Councilmember Smith to adopt Consent Calendar item 7.aa. Motion approved with Councilmember Gonzales abstaining and Councilmember Freeman absent.

- ai. Traffic Calming Demonstration on Beale Ave at Monterey and Niles Streets:
 - 1. Accept bid and approve contract with DOD Construction LTD (\$441,007.50) for said project; and

AGR 2023-195

2. Authorize staff to approve, as necessary, up to \$40,000 in City-controlled contingency for unforeseen conditions encountered during construction for said project.

Motion by Vice Mayor Gonzales to adopt Consent Calendar item 7.ai. Motion approved with Councilmembers Weir and Gray voting no and Councilmember Freeman absent.

- ak. Pavement Rehabilitation 2022-2023 SB-1: Manor Street from Columbus Street to Kern River Bridge:
 - 1. Accept bid and approve contract with Griffith Company (\$2,482,735) for said project;

AGR 2023-197

- 2. Authorize staff to approve, as necessary, up to \$150,000 in Citycontrolled contingency for unforeseen conditions encountered during construction for said project; and
- 3. Appropriate \$850,000 from the Senate Bill 1 (SB-1) balance into the Public Works Department's Capital Improvement Program within the SB-1 Fund for said project.
- al. Sewer Lift Station Rehabilitation at Hageman Road and Allen Road:
 - 1. Accept bid and approve contract with Nicholas Construction, Inc. (\$2,150,975), for said project; and

AGR 2023-198

Item 7.al. continued

- 2. Authorize staff to approve, as necessary, up to \$110,000 in City-controlled contingency for unforeseen conditions encountered during construction for said project.
- am. Sewer Lift Station Rehabilitation at Parsons Way & Panama Lane and Benton Street & Planz Road:
 - 1. Accept Bid and approve contract with W.M. Lyles Company (\$3,193,898) for said project;

AGR 2023-199

- 2. Authorize staff to approve, as necessary, up to \$200,000 in Citycontrolled contingency for unforeseen conditions encountered during construction for said project; and
- 3. Appropriate \$1,100,000 from the Sewer Enterprise Fund balance into the Public Works Department's Capital Improvement Program within the Sewer Enterprise Fund for said project.

Vice Mayor Gonzales requested staff provide a report of those items that were paid relating to consent calendar items 7.ak., 7.al. and 7.am.

Motion by Councilmember Smith to adopt Consent Calendar items 7.ak., 7.al., and 7.am. Motion approved with Councilmembers Weir and Gray voting no and Councilmember Freeman absent.

8. CONSENT CALENDAR PUBLIC HEARINGS

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

None.

9. HEARINGS

None.

10. REPORTS

None.

11. DEFERRED BUSINESS

None.

12. NEW BUSINESS

None.

13. COUNCIL AND MAYOR STATEMENTS

Councilmember Weir requested staff prepare a financial report identifying the total dollar amounts invested to address homelessness from 2019 to June 2023. He requested amounts be separated between city sources and outside sources and that the amounts be categorized by programs.

14. ADJOURNMENT

Mayor Goh adjourned at 6:02 p.m.

KAREN GOH

MAYOR of the City of Bakersfield

ATTEST:

JULIE DRIMAKIS, MMC

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



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 8/11/2023

WARD:

SUBJECT: Receive and file department payments from July 28, 2023, to August

10, 2023, in the amount of \$14,678,241.82 and Self Insurance payments from July 28, 2023, to August 10, 2023, in the amount of

\$2,197,125.71, totaling \$16,875,367.53.

STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

BACKGROUND:

In accordance with Bakersfield Municipal Code Section 2.08.020 the Finance Director must report the City's disbursements periodically to the City Council.

ATTACHMENTS:

Description Type

□ 1-AP Check Register 8.23.23 Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
761893	33574	ALAWGAREY, YAZID	Jul 28, 2023	\$202.00
761894	29967	ANGELONI, MICHAEL	Jul 28, 2023	\$409.00
761895	32620	BAILEY, KAMERON	Jul 28, 2023	\$243.00
761896	21032	BEAGLEY, PETER	Jul 28, 2023	\$276.00
761897	21118	BEHL, MANPREET	Jul 28, 2023	\$109.95
761898	23444	BILLINGSLEY, MATTHEW	Jul 28, 2023	\$2,366.96
761899	28197	BISHOP, JOHN	Jul 28, 2023	\$2,404.20
761900	28865	BLUE SHIELD OF CALIFORNIA	Jul 28, 2023	\$611,329.71
761901	30785	BOYLE, CHRISTOPHER	Jul 28, 2023	\$202.00
761902	29584	BRACKETT, NICKOLAS	Jul 28, 2023	\$169.93
761903	23000	BUDAK, MICHAEL D	Jul 28, 2023	\$356.79
761904	33393	BYERS, JENNI	Jul 28, 2023	\$60.00
761905	20189	CAMPS, COURTNEY	Jul 28, 2023	\$202.00
761906	33425	CARRILLO, ELIZABETH	Jul 28, 2023	\$113.00
761907	70871	CARROLL, KEITH ANTHONY	Jul 28, 2023	\$3,473.00
761908	32922	CHAVEZ, STELLA	Jul 28, 2023	\$261.00
761909	32811	CLOUGH, MEGAN	Jul 28, 2023	\$309.00
761910	27565	COMMONWEALTH LAND TITLE CO	Jul 28, 2023	\$1,450.00
761911	30727	CONTRERAS, YNEZ	Jul 28, 2023	\$74.00
761912	32663	DICKSON, CHAD	Jul 28, 2023	\$74.00
761913	22002	DIEDERICH, JARED	Jul 28, 2023	\$56.65
761914	29970	DOMINGUEZ, FRANCISCO	Jul 28, 2023	\$670.00
761915	21942	FELGENHAUER, JASON	Jul 28, 2023	\$46.27
761916	70858	FIRE SPRINKLER SYSTEMS	Jul 28, 2023	\$320.00
761917	32228	FUJIHARA, RYAN	Jul 28, 2023	\$670.00
761918	29361	GARCIA, RENEE	Jul 28, 2023	\$0.00
761919	33497	GUZMAN, BRIGIETT	Jul 28, 2023	\$57.28
761920	31092	HARRELSON, PAUL	Jul 28, 2023	\$538.00
761921	10771	HERNANDEZ, PAUL	Jul 28, 2023	\$261.00
761922	32436	ISBELL, AMBER	Jul 28, 2023	\$261.00
761923	28431	JOHNSON, PAUL	Jul 28, 2023	\$202.00
761924	12857	KAISER PERMANENTE	Jul 28, 2023	\$27,541.16
761925	4435	KERN COUNTY CLERKS	Jul 28, 2023	\$200.00
761926	15335	KERN COUNTY COUNSEL	Jul 28, 2023	\$271.60
761927	15663	KERN COUNTY SHERIFF CIVIL SECTION	Jul 28, 2023	\$100.00
761928	33573	KNIGHT, ASHLEY	Jul 28, 2023	\$202.00
761929	16860	LAWSON, WAYNE E	Jul 28, 2023	\$202.00
761930	30111	MADRIGAL, NATHAN	Jul 28, 2023	\$3,084.00
761931	30640	MARTINEZ, PRISCILLA	Jul 28, 2023	\$946.37
761932	33196	MARTINEZ, ROGELIO	Jul 28, 2023	\$93.12
761933	33571	MARTINEZ, VERONICA	Jul 28, 2023	\$202.00
761934	32664	MCCALLISTER, PAIGE	Jul 28, 2023	\$82.48
761935	70870	MORALES, GABRIEL		
		·	Jul 28, 2023	\$5,272.04
761936 761937	33572	NINO, ROQUE	Jul 28, 2023	\$202.00
761937 761939	28738	NORTHROP, LACEY	Jul 28, 2023	\$2,440.50
761938	19012	ORTIZ, CARINA	Jul 28, 2023	\$74.00
761939	29655	P & A ADMINISTRATION SERVICES INC	Jul 28, 2023	\$6,847.13
761940	17512	PACHECO, URIEL	Jul 28, 2023	\$414.00
761941	24965	PARAGON PARTNERS LTD INC	Jul 28, 2023	\$11,985.12
761942	33380	PEREZ, JOSEPH	Jul 28, 2023	\$110.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
761943	29817	PERKINS, CHRISTINA	Jul 28, 2023	\$414.00
761944	10047	MISC RECEIVABLE REFUND VENDOR	Jul 28, 2023	\$241.00
761945	10047	MISC RECEIVABLE REFUND VENDOR	Jul 28, 2023	\$380.00
761946	28784	PISANO, LISETH	Jul 28, 2023	\$427.00
761947	29409	POWELL, KEITH	Jul 28, 2023	\$87.49
761948	32582	PREECE, LUKE	Jul 28, 2023	\$427.00
761949	33575	RAMOS, CARLOS	Jul 28, 2023	\$224.00
761950	31223	RUIZ, ERICK	Jul 28, 2023	\$81.18
761951	12102	SPORER, KENNETH	Jul 28, 2023	\$528.00
761952	28257	SWALL, VICTOR	Jul 28, 2023	\$276.00
761953	28742	TIPTON, ANDREW	Jul 28, 2023	\$300.00
761954	33576	TOVAR, EDGAR	Jul 28, 2023	\$224.00
761955	29221	UNITED CONCORDIA DENTAL PLANS OF	Jul 28, 2023	\$4,869.70
761956	33569	WHITTINGTON, IAN	Jul 28, 2023	\$409.00
761957	33570	WRIGHT, TANIYA	Jul 28, 2023	\$202.00
761958	27565	COMMONWEALTH LAND TITLE CO	Jul 28, 2023	\$21,606.20
761959	27565	COMMONWEALTH LAND TITLE CO	Jul 28, 2023	\$11,848.10
761960	22190	COVEY, JENA	Jul 28, 2023	\$92.46
761961	2465	DEPARTMENT OF CONSERVATION	Jul 28, 2023	\$18,789.16
761962	33004	FIGUEROA, RALPH	Jul 28, 2023	\$490.30
761963	4573	KERN COUNTY WATER AGENCY	Jul 28, 2023	\$347,693.19
761964	33577	ORTEGA, SARA	Jul 28, 2023	\$2,294.00
761965	32874	SUNCOAST PARK HOTEL ANAHEIM	Jul 28, 2023	\$1,066.52
761966	497	AT&T	Aug 3, 2023	\$375.00
761967	20606	A T & T MOBILITY	Aug 3, 2023	\$7,385.00
761968	57	ABATE A WEED	Aug 3, 2023	\$1,030.21
761969	65	ACCO CABLE SPLICING	Aug 3, 2023	\$411.35
761970	20576	ACTION GLASS INC	Aug 3, 2023	\$32.02
761971	10037	MISCELLANEOUS TRUST VENDOR	Aug 3, 2023	\$200.00
761972	29	AFFINITY TRUCK CENTER	Aug 3, 2023	\$9,183.90
761973	12516	AIMS	Aug 3, 2023	\$58,280.83
761974	31031	ALERT DISASTER RESTORATION	Aug 3, 2023	\$1,846.50
761975	152	ALL AUTOMATIC TRANSMISSION SER	Aug 3, 2023	\$2,800.00
761976	160	ALL THAT LETTERING SIGN COMPNY	Aug 3, 2023	\$228.61
761977	26040	ALPHA & OMEGA GARDENING INC	Aug 3, 2023	\$1,800.00
761978	26713	ALTA PLANNING & DESIGN INC	Aug 3, 2023	\$98,116.90
761979	23588	ALUMINUM CHUCK WAGON	Aug 3, 2023	\$2,266.29
761980	17585	AMERINATIONAL COMMUNITY SERV INC		\$2,769.49
761981	29733	APEX GENERAL CONSTRUCTION	Aug 3, 2023	\$477.50
761982	1049	APPLIED LNG TECHNOLOGIES LLC	Aug 3, 2023	\$5,666.34
761983	30339	ARCPOINT LABS OF BAKERSFIELD	Aug 3, 2023	\$350.00
761984	436	ARGO CHEMICAL INC	Aug 3, 2023	\$10,595.40
761985	33014	ARTHUR AND HANSEN LLC	Aug 3, 2023	\$21,600.00
761986	20250	ASBESTOS SERVICES INC	Aug 3, 2023	\$1,400.00
761987	32524	ASCENT ENVIRONMENTAL INC	Aug 3, 2023	\$13,471.25
761988	32761	AUTO TECH AND SMOG	Aug 3, 2023	\$90.00
761989	28830	AUTOZONE STORES INC	Aug 3, 2023	\$416.73
761990	30906	AVOLVE SOFTWARE CORPORATION	Aug 3, 2023	\$7,627.50
761990	576	B & B SURPLUS	Aug 3, 2023	\$320.42
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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
761993	25180	B & R TOOL SUPPLY INC	Aug 3, 2023	\$247.42
761994	652	BACSCO	Aug 3, 2023	\$546.58
761995	655	B A S E-BAKERSFIELD ATHLETIC SUP EC	Aug 3, 2023	\$2,721.37
761996	611	B S & E COMPANY INC	Aug 3, 2023	\$1,000.81
761997	10037	MISCELLANEOUS TRUST VENDOR	Aug 3, 2023	\$200.00
761998	13544	BAKERSFIELD ARC	Aug 3, 2023	\$806.95
761999	675	BAKERSFIELD CALIFORNIAN	Aug 3, 2023	\$1,582.66
762000	13592	BAKERSFIELD IRRIGATION	Aug 3, 2023	\$246.98
762001	971	BAKERSFIELD PLUMBING CO INC	Aug 3, 2023	\$33,300.00
762002	841	BAKERSFIELD RUBBER STAMP CO	Aug 3, 2023	\$20.57
762003	875	BAKERSFIELD TRUCK CENTER	Aug 3, 2023	\$311.66
762004	877	BAKERSFIELD WELL & PUMP	Aug 3, 2023	\$450.00
762005	13424	BARNES WELDING SUPPLY	Aug 3, 2023	\$1,214.49
762006	945	BARNETT'S TOWING SERVICE INC	Aug 3, 2023	\$150.00
762007	33139	BAVARIAN AUTO	Aug 3, 2023	\$264.58
762008	32581	BEAR CLOUD TECHNOLOGIES	Aug 3, 2023	\$11,994.61
762009	30446	BERNAL, ALEX	Aug 3, 2023	\$375.00
762010	28231	BIG BRAND TIRE & SERVICE	Aug 3, 2023	\$2,849.34
762011	29237	BLACK, JOHNNY	Aug 3, 2023	\$25.00
762012	21172	BLACKHOLE TECHNOLOGIES INC	Aug 3, 2023	\$3,660.18
762013	1163	BLUEPRINT SERVICE CO	Aug 3, 2023	\$492.15
762014	28341	BOB'S AUTO GLASS INC	Aug 3, 2023	\$287.19
762015	22817	BORN AGAIN BODYWORKS	Aug 3, 2023	\$6,277.65
762016	28382	BR FROST COMPANY	Aug 3, 2023	\$2,950.00
762017	10037	MISCELLANEOUS TRUST VENDOR	Aug 3, 2023	\$15.00
762018	10267	BUDGET BOLT INC	Aug 3, 2023	\$1,915.76
762019	29802	BULLOCK, JACQUELINE	Aug 3, 2023	\$350.00
762020	25576	C & P SANITARY SUPPLY	Aug 3, 2023	\$526.68
762021	1477	CAL VALLEY EQUIPMENT INC	Aug 3, 2023	\$2,044.16
762022	28603	CALIFORNIA FUELS & LUBRICANTS	Aug 3, 2023	\$71,354.06
762023	70872	CAMINO MEDIA PROPERTIES LLC	Aug 3, 2023	\$715.94
762024	18017	CANNON CORP	Aug 3, 2023	\$12,130.74
762025	18347	CAROLINA SOFTWARE	Aug 3, 2023	\$800.00
762026	32275	CCS FACILITY SERVICES	Aug 3, 2023	\$6,845.00
762027	17239	CENTRAL VALLEY OCCUPATIONAL INC	Aug 3, 2023	\$5,778.00
762028	32882	CHAIN COHN CLARK	Aug 3, 2023	\$275.00
762029	1888	CHAMPION HARDWARE	Aug 3, 2023	\$2,298.93
762030	19303	CHARTER COMMUNICATIONS		
762031			Aug 3, 2023	\$267.59
	1924	CHESTER AVENUE BRAKE & SUPPLY	Aug 3, 2023	\$284.48
762032	11937	CITY OF BAKERSFIELD	Aug 3, 2023	\$586.00
762033 762034	29966	CODE PUBLISHING COMPANY	Aug 3, 2023	\$1,580.00
762034	19762	COMMUNITY ACTION PARTNERSHIP	Aug 3, 2023	\$21,214.28
762035	32267	COMPASSION CHRISTIAN CENTER	Aug 3, 2023	\$20,092.38
762036	2162	CONSOLIDATED ELECTRICAL DIST INC	Aug 3, 2023	\$433.00
762037	32455	CONTACT SECURITY INC	Aug 3, 2023	\$4,053.84
762038	27509	CONTRERAS, ANGEL	Aug 3, 2023	\$200.00
762039	22374	CSI SERVICES INC	Aug 3, 2023	\$16,053.25
762040	2253	CULLIGAN WATER CONDITIONING	Aug 3, 2023	\$40.50
762041	17529	CUMMINS ALLISON CORPORATION	Aug 3, 2023	\$770.00
762042	27218	CUMMINS PACIFIC LLC	Aug 3, 2023	\$17,976.92

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762043	33548	CUTTING EDGE PARTS	Aug 3, 2023	\$10,355.61
762044	25337	DAVES FLEET MAINT & TOWING INC	Aug 3, 2023	\$50.00
762045	26895	DE LAGE LANDEN INC	Aug 3, 2023	\$599.84
762046	2442	DELANEY & AHLF DIESEL SERVICE INC	Aug 3, 2023	\$25.98
762047	13970	DELL MARKETING L P	Aug 3, 2023	\$12,588.61
762048	15998	DELTA LIQUID ENERGY	Aug 3, 2023	\$105.78
762049	11271	DEPARTMENT OF TRANSPORTATION	Aug 3, 2023	\$78.11
762050	21819	DITCH WITCH WEST	Aug 3, 2023	\$100.93
762051	32616	DP CAL CORPORATE PLAZA LP	Aug 3, 2023	\$30,707.98
762052	18544	DUANE MORRIS LLP	Aug 3, 2023	\$4,035.76
762053	13088	E J WARD INCORPORATED	Aug 3, 2023	\$504.25
762054	10037	MISCELLANEOUS TRUST VENDOR	Aug 3, 2023	\$825.00
762055	2769	EL POPULAR INC	Aug 3, 2023	\$495.00
762056	28725	ELITE SIGNS AND PROMOTIONS	Aug 3, 2023	\$1,463.43
762057	22973	ENNIS-FLINT, INC	Aug 3, 2023	\$51,321.33
762058	2811	ENTENMANN ROVIN CO	Aug 3, 2023	\$1,484.67
762059	23720	ERNEST PACKING SOLUTIONS INC	Aug 3, 2023	\$2,490.18
762060	32941	ESQUIVEL, ANDREW	Aug 3, 2023	\$350.00
762061	2830	EWING IRRIGATION PRODUCTS	Aug 3, 2023	\$2,293.52
762062	33494	FALCON NORTHWEST	Aug 3, 2023	\$6,677.23
762063	14055	FAST UNDERCAR LLC	Aug 3, 2023	\$2,066.19
762064	2901	FEDEX	Aug 3, 2023	\$147.43
762065	32968	FFP FUND VI P2 PROJECTCO5 LLC	Aug 3, 2023	\$30,481.25
762066	31010	FIRST AMERICAN TITLE COMPANY	Aug 3, 2023	\$1,682.00
762067	19657	FIRST CHOICE COFFEE SERVICES INC	Aug 3, 2023	\$250.05
762068	32291	FLOCK SAFETY	Aug 3, 2023	\$86,700.00
762069	30589	FRUIT GROWERS LABORATORY INC	Aug 3, 2023	\$2,080.00
762070	25786	G S E CONSTRUCTION CO INC	Aug 3, 2023	\$67,954.00
762071	21315	GAME TIME	Aug 3, 2023	\$58,922.03
762072	33386	GARCIA, JUAN	Aug 3, 2023	\$350.00
762073	308	GARDENERS SUPPLY INC	Aug 3, 2023	\$5,217.65
762074	30429	GE DIGITAL LLC	Aug 3, 2023	\$16,899.68
762075	32662	GEORGE HILLS COMPANY INC	Aug 3, 2023	\$21,458.33
762076	17350	GHA TECHNOLOGIES INC	Aug 3, 2023	\$12,040.68
762077	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	-	
		GOLDEN STATE PETERBILT	-	\$1,102.91 \$8,796.82
762078	3403 32893	GONZALES, LARRY	Aug 3, 2023	\$225.00
762079 762080	11468	GOVERNMENT FINANCE OFFICERS AS	Aug 3, 2023	
			Aug 3, 2023	\$150.00
762081	3450	GRANITE CONSTRUCTION INC	Aug 3, 2023	\$5,346.25
762082	3452	GRAYBAR ELECTRIC COMPANY	Aug 3, 2023	\$42.61
762083	31005	GT AUTO SERVICES INC	Aug 3, 2023	\$3,114.20
762084	12686	GW SCHOOL SUPPLY	Aug 3, 2023	\$378.39
762085	26927	H & M GOPHER CONTROL	Aug 3, 2023	\$71.29
762086	162	HADDAD DODGE	Aug 3, 2023	\$1,272.05
762087	3593	HALL LETTER SHOP	Aug 3, 2023	\$824.35
762088	3660	HARBOR FREIGHT TOOLS	Aug 3, 2023	\$157.77
762089	24767	HASTY AWARDS	Aug 3, 2023	\$262.72
762090	10047	MISC RECEIVABLE REFUND VENDOR	Aug 3, 2023	\$23.83
762091	32403	HERITAGE CRYSTAL CLEAN LLC	Aug 3, 2023	\$1,980.77
762092	32978	HIGHSTREET IT SOLUTIONS LLC	Aug 3, 2023	\$169,560.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762093	30391	HOME DEPOT PRO	Aug 3, 2023	\$5,807.78
762094	16798	HOUSING AUTHORITY OF THE	Aug 3, 2023	\$2,105.00
762095	3929	HYDRAULIC CONTROLS INC	Aug 3, 2023	\$209.99
762096	33263	INFRASTRUCTURE ENGINEERS	Aug 3, 2023	\$14,992.75
762097	30395	JAB COMMUNICATIONS INC	Aug 3, 2023	\$7,226.88
762098	10037	MISCELLANEOUS TRUST VENDOR	Aug 3, 2023	\$442.71
762099	4171	JERRY & KEITHS INC	Aug 3, 2023	\$526.00
762100	4178	JIM BURKE LINCOLN MERCURY	Aug 3, 2023	\$427.15
762101	29624	JIMS STEEL SUPPLY	Aug 3, 2023	\$563.46
762102	4243	JORGENSEN & CO	Aug 3, 2023	\$451.45
762103	32269	JOSES ORNAMENTAL SUPPLY INC	Aug 3, 2023	\$131.20
762104	28989	K & I SERVICES INC	Aug 3, 2023	\$4,655.84
762105	32283	KELLAR EQUIPMENT	Aug 3, 2023	\$10,825.00
762106	4429	KERN COUNTY AUDITOR CONTROLLER	-	\$179,606.00
762107	4435	KERN COUNTY CLERKS	Aug 3, 2023	\$100.00
762108	23915	KERN COUNTY NETWORK FOR CHILDRE		\$1,000.00
762109	4577	KERN DELTA WATER DIST	Aug 3, 2023	\$31,620.91
762110	4581	KERN ELECTRIC DISTRIBUTORS	Aug 3, 2023	\$1,376.18
762111	7492	KERN MACHINERY INC	Aug 3, 2023	\$2,695.45
762112	4680	KERN RIVER POWER EQUIPMENT INC	Aug 3, 2023	\$1,719.31
762113	193	KIMLEY HORN & ASSOCIATES INC	Aug 3, 2023	\$140,370.00
762114	2267	L N CURTIS & SONS	Aug 3, 2023	\$40,812.67
762115	28580	LANGUAGE TESTING INTERNATIONAL, IN		\$60.00
762116	29268	LAWSON PRODUCTS INC	Aug 3, 2023	\$1,899.81
762117	22408	LEHR AUTO ELECTRIC	Aug 3, 2023	\$1,787.37
762118	25066	LEXISNEXIS RISK DATA MGMT	Aug 3, 2023	\$3,116.90
762119	17157	LIEBERT CASSIDY WHITMORE	Aug 3, 2023	\$5,144.00
762120	32506	LINDE GAS & EQUIPMENT DBA PRAXAIR	-	\$56.32
762121	5133	LOOP ELECTRIC INC	Aug 3, 2023	\$1,576.00
762122	24086	MAR-CO EQUIPMENT CORP	Aug 3, 2023	\$2,523.10
762123	16016	MCINTOSH & ASSOCIATES	Aug 3, 2023	\$2,800.00
762124	70056	MCINTOSH & ASSOCIATES	Aug 3, 2023	\$15,000.00
762125	20156	MEAD & HUNT INC	Aug 3, 2023	\$32,991.10
762126	25190	MEMORIAL OCCUPATIONAL MEDICINE	Aug 3, 2023	\$1,151.00
762127	7064	MERCHANTS PRINTING & ENVELOPE	<u> </u>	
762128	33360	METTA URBAN DESIGN LLC	Aug 3, 2023	\$2,186.49 \$7,803.75
		MICHELIN NORTH AMERICA INC	Aug 3, 2023	
762129	1316		Aug 3, 2023	\$5,330.32
762130	5547	MINUTEMAN PRESS	Aug 3, 2023	\$1,208.26
762131	32471	MJS SOLUTIONS LLC	Aug 3, 2023	\$3,181.00
762132	25269	MONTELONGO, JOE	Aug 3, 2023	\$100.00
762133	30950	MOTOROLA SOLUTIONS INC	Aug 3, 2023	\$3,105.04
762134	453	MUNICIPAL MAINTENANCE EQUIP INC	Aug 3, 2023	\$1,949.20
762135	23732	NEW GENERATION GRAPHICS	Aug 3, 2023	\$4,790.06
762136	10114	O'DONLEY, LONI	Aug 3, 2023	\$35.10
762137	24279	O'REILLY AUTO PARTS	Aug 3, 2023	\$259.25
762138	30905	OLAGUEZ TRANSPORT	Aug 3, 2023	\$61,909.14
762139	32671	ONE SOURCE PARTS LLC	Aug 3, 2023	\$1,564.49
762140	31506	ORIUX	Aug 3, 2023	\$1,409.42
762141	22301	OVERLAND PACIFIC & CUTLER INC	Aug 3, 2023	\$400.00
762142	29655	P & A ADMINISTRATION SERVICES INC	Aug 3, 2023	\$284.28

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762143	29655	P & A ADMINISTRATION SERVICES INC	Aug 3, 2023	\$7,241.23
762144	6448	P T O SALES CORP / TRUCKPRO LLC	Aug 3, 2023	\$429.19
762145	33554	PARRA ENVIRONMENTAL TRAINING	Aug 3, 2023	\$1,300.00
762146	24029	PAYLESS TOWING	Aug 3, 2023	\$100.00
762147	6376	PIONEER PAINT	Aug 3, 2023	\$2,810.38
762148	32279	POWER PLAY MARKETING	Aug 3, 2023	\$6,500.00
762149	32169	PRISM	Aug 3, 2023	\$60,591.00
762150	26997	PROVOST & PRITCHARD CONSULTING IN	_	\$15,266.21
762151	6555	QUINN COMPANY INC	Aug 3, 2023	\$1,530.48
762152	32831	RADIOMOBILE INC	Aug 3, 2023	\$20,857.50
762153	12654	MISC ASSESSMENT DISTRICT VENDR	Aug 3, 2023	\$67.35
762154	20713	RANDY'S TOWING LLC	Aug 3, 2023	\$624.00
762155	6682	RAYMONDS TROPHY AND AWARDS	Aug 3, 2023	\$192.58
762156	28480	READY REFRESH	Aug 3, 2023	\$241.00
762157	6727	REFRIGERATION SUPPLIES DIST. INC	Aug 3, 2023	\$50.13
762158	32460	RENNE PUBLIC LAW GROUP	Aug 3, 2023	\$11,000.00
762159	30914	RINCON CONSULTANTS INC	Aug 3, 2023	\$48,217.94
762160	33411	ROBERTSON, CHRISTOPHER	Aug 3, 2023	\$275.00
762161	33387	RODRIGUEZ, ALEXANDER	Aug 3, 2023	\$400.00
762162	13860	RUETTGERS & SCHULER CIVIL ENG	Aug 3, 2023	\$17,350.00
762163	30314	RYMAC GENERAL CONTRACTING & CON	_	\$348,513.15
762164	12665	SAN JOAQUIN FENCE & SUPPLY	Aug 3, 2023	\$12,374.21
762165	29931	SANDOVAL, ANGEL ESPINOZA	Aug 3, 2023	\$575.00
762166	10047	MISC RECEIVABLE REFUND VENDOR	Aug 3, 2023	\$1,256.50
762167	27361	SC FUELS	Aug 3, 2023	\$22,734.49
762168	21489	SCP DISTRIBUTORS LLC	Aug 3, 2023	\$742.96
762169	7290	SERVICEMASTER AT BAKERSFIELD	Aug 3, 2023	\$1,815.00
762170	29694	SIERRA HYDROGRAPHICS	Aug 3, 2023	\$8,638.50
762171	7434	SMART & FINAL IRIS COMPANY	Aug 3, 2023	\$1,025.58
762172	19584	SMITH & SON TIRE INC	Aug 3, 2023	\$3,493.53
762173	22473	SOILS ENGINEERING INC	Aug 3, 2023	\$16,020.00
762174	11907	SPARKLETTS	Aug 3, 2023	\$1,594.68
762175	29986	STANDARD PLUMBING SUPPLY DBA FLC		\$407.40
762176	22147	STANTEC CONSULTING SERVICES INC	Aug 3, 2023	\$836.00
762177	28923	STARS AND STRIPES	Aug 3, 2023	\$3,345.00
762178	24391	STAY FOCUSED MINISTRIES	Aug 3, 2023	\$12,010.86
762179	16685	STIERN VETERINARY HOSPITAL	Aug 3, 2023	\$266.10
762180	7728	SULLY & SON HYDRAULICS INC		\$2,024.52
762181		T & B PLANNING INC	Aug 3, 2023	
	32880		Aug 3, 2023	\$17,904.77
762182	28832	T-MOBILE USA	Aug 3, 2023	\$125.00
762183	25338	TEN EIGHT TOW INC	Aug 3, 2023	\$100.00
762184	33581	THE UNITED STATES CONFERENCE	Aug 3, 2023	\$17,511.00
762185	96	TYACK TIRES INC	Aug 3, 2023	\$2,797.69
762186	13920	UNITED SITE SERVICES OF CA INC	Aug 3, 2023	\$761.46
762187	26539	US NATIONAL CORP	Aug 3, 2023	\$7,560.00
762188	32684	VCA BAKERSFIELD ANIMAL HOSPITAL	Aug 3, 2023	\$1,263.57
762189	70625	VERIZON WIRELESS	Aug 3, 2023	\$200.00
762190	28739	WESTAIR GASES & EQUIPMENT INC	Aug 3, 2023	\$588.97
762191	8936	WESTERN EXTERMINATOR COMPANY	Aug 3, 2023	\$977.25
762192	25879	ZOOM IMAGING SOLUTIONS, INC.	Aug 3, 2023	\$734.16

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762194	78	ADVANCED DISTRIBUTION CO	Aug 3, 2023	\$10,962.36
762195	30990	AIMS C/O YRULEGUI & ROBERTS APC	Aug 3, 2023	\$5,358.76
762199	26538	ARAMARK UNIFORM & CAREER APPARE	Aug 3, 2023	\$8,595.39
762201	32795	BAKER SUPPLIES AND REPAIRS	Aug 3, 2023	\$5,154.63
762202	857	BAKERSFIELD S P C A	Aug 3, 2023	\$684,718.00
762204	33220	BRADY INDUSTRIES	Aug 3, 2023	\$3,980.65
762205	24411	CALIFORNIA BUILDING STANDARDS COM	Aug 3, 2023	\$11,434.00
762210	1696	CALIFORNIA WATER SERVICE	Aug 3, 2023	\$169,060.97
762211	28621	CERTIFIED FOLDER DISPLAY SERVICE IN	Aug 3, 2023	\$12,649.71
762213	2162	CONSOLIDATED ELECTRICAL DIST INC	Aug 3, 2023	\$11,664.23
762214	12004	EMPLOYMENT DEVELOPMENT DEPARTM		\$47,399.73
762216	2874	FERGUSON ENTERPRISES INC	Aug 3, 2023	\$1,249.83
762219	21739	GOLDEN EMPIRE TOWING INC	Aug 3, 2023	\$16,094.50
762222	3427	GRAINGER INC, W W	Aug 3, 2023	\$7,387.74
762223	28263	GREEN GRASS LAWN CARE	Aug 3, 2023	\$350.00
762228	7933	HOME DEPOT	Aug 3, 2023	\$9,189.73
762230	1390	JIM BURKE FORD	Aug 3, 2023	\$3,337.59
762231	4677	KERN REFUSE DISPOSAL, INC	Aug 3, 2023	\$192,722.60
762233	4740	KERN TURF SUPPLY	Aug 3, 2023	\$12,813.47
762234	5133	LOOP ELECTRIC INC	Aug 3, 2023	\$3,893.39
762239	15624	LOWE'S HOME IMPROVEMENT	Aug 3, 2023	\$5,833.00
762240	33054	NU LINE TECHNOLOGIES LLC	Aug 3, 2023	\$49,485.22
762241	22301	OVERLAND PACIFIC & CUTLER INC	Aug 3, 2023	\$1,722.50
762242	14088	PACIFIC GAS & ELECTRIC	Aug 3, 2023	\$49.81
762249	6114	PACIFIC GAS & ELECTRIC COMPANY	Aug 3, 2023	\$1,078,997.17
762250	70867	SGMA CC C/O BUENA VISTA	Aug 3, 2023	\$4,666.67
762251	7509	SOCALGAS	Aug 3, 2023	\$99.76
762253	7685	STINSON STATIONERS	Aug 3, 2023	\$5,274.85
762255	15868	TEL TEC SECURITY SYSTEM INC	Aug 3, 2023	\$1,230.00
762257	10428	UNITED REFRIGERATION INC	Aug 3, 2023	\$1,100.74
762258	30559	BAKERSFIELD DOWNTOWN BUSINESS A	•	\$8,333.34
762259	32072	BB&A CONSTRUCTION	Aug 4, 2023	\$16,702.69
762260	21328	BLOOMER, MICHAEL	Aug 4, 2023	\$267.00
762261	27810	BURDICK, ZACHARY	Aug 4, 2023	\$409.00
762262	16928	CECIL, JEFF	Aug 4, 2023	\$632.00
762263	28388	DIDARIO, MAXWELL	Aug 4, 2023	\$1,130.00
762264	32432	DROEGE, AMY	Aug 4, 2023	\$207.00
762265	25558	ELROD, STEPHEN	Aug 4, 2023	\$400.00
			_	
762266	25805	EUCCE, CHRISTOPHER	Aug 4, 2023	\$267.00
762267	21942	FELGENHAUER, JASON	Aug 4, 2023	\$312.00
762268	33497	GUZMAN, BRIGIETT	Aug 4, 2023	\$60.00
762269	28943	HASKINS, MARCELA	Aug 4, 2023	\$207.00
762270	27818	HAYNES, NICHOLAS	Aug 4, 2023	\$920.75
762271	23541	HERNANDEZ, MAXIMINO	Aug 4, 2023	\$312.00
762272	28894	JAMAR, TREY	Aug 4, 2023	\$1,997.00
762273	20493	KING, THEODORE	Aug 4, 2023	\$113.00
762274	30840	KW CONSULTANTS	Aug 4, 2023	\$1,596.00
762275	32851	LEWIS, EILEEN	Aug 4, 2023	\$100.00
762276	12095	MADDEN, CLAYTON	Aug 4, 2023	\$261.00
762277	28676	MCNABB, KYLE	Aug 4, 2023	\$312.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762278	20495	MCWILLIAMS, RYAN	Aug 4, 2023	\$345.00
762279	30689	MEDINA, EVANGELINA	Aug 4, 2023	\$2,318.58
762280	33017	MEDVE, MONICA	Aug 4, 2023	\$381.00
762281	18949	MOLINA, FRANK	Aug 4, 2023	\$686.50
762282	33586	NOMMENSEN, CONNER	Aug 4, 2023	\$70.74
762283	32330	PAIZ, SELENA	Aug 4, 2023	\$15.72
762284	27875	PALMER, SETH	Aug 4, 2023	\$207.00
762285	6076	PB LOADER MANUFACTURING CO	Aug 4, 2023	\$453.46
762286	6263	PENSINGER TRAILER RENTALS	Aug 4, 2023	\$67.21
762287	33587	PEREZ, ANDREW	Aug 4, 2023	\$1,500.00
762288	26703	PLUMBERS DEPOT	Aug 4, 2023	\$41.57
762289	29409	POWELL, KEITH	Aug 4, 2023	\$142.78
762290	984	POWERSTRIDE BATTERY CO INC	Aug 4, 2023	\$985.32
762291	32169	PRISM	Aug 4, 2023	\$1,759,987.00
762292	28406	PURYEAR, CARSON	Aug 4, 2023	\$312.00
762293	33336	QCS QUICK CUSTOM SIGNS	Aug 4, 2023	\$146.13
762294	33221	QK	Aug 4, 2023	\$4,500.00
762295	6555	QUINN COMPANY INC	Aug 4, 2023	\$49,036.54
762296	6653	RAIN FOR RENT INC	Aug 4, 2023	\$61.51
762297	3249	RAY GASKIN SERVICE INC	Aug 4, 2023	\$166.07
762298	6836	ROADLINE PRODUCTS INC	Aug 4, 2023	\$5,595.13
762299	29547	ROBLES, RICHARD	Aug 4, 2023	\$409.00
762300	28921	ROSEDALE CERAMIC TILE & MARBLE	Aug 4, 2023	\$2,140.00
762301	33585	SACRAMENTO COUNTY SHERIFF'S OFC	Aug 4, 2023	\$325.00
762302	33435	SAN JOAQUIN TIRES & WHEELS	Aug 4, 2023	\$4,225.46
762303	33417	SILYNX COMMUNICATIONS INC	Aug 4, 2023	\$12,153.66
762304	7459	SNIDER'S INC	Aug 4, 2023	\$53.84
762305	14700	SOUTH COAST EMERGENCY VEHICLE SI	-	\$2,033.81
762306	21402	SPARTAN INC	Aug 4, 2023	\$5,946.17
762307	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Aug 4, 2023	\$2,005.89
762308	7685	STINSON STATIONERS	Aug 4, 2023	\$58,305.56
762309	21158	TARGET SPECIALTY PRODUCTS	Aug 4, 2023	\$26,981.57
762310	7859	TAYLOR, MIKE	Aug 4, 2023	\$686.50
762311	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	_	\$213.58
762312	32308	TELCO DEPOT INC	Aug 4, 2023	\$3,048.88
762313	33428	THE DRALA PROJECT INC	Aug 4, 2023	\$52,383.33
762314	33414	TRAFFIC LOGIX CORPORATION	Aug 4, 2023	\$75,274.89
762315	20359	TURF STAR INC	Aug 4, 2023	\$100.05
762316	96	TYACK TIRES INC	Aug 4, 2023	\$3,629.07
762317	30739	VORTEX AQUATIC STRUCTURES	Aug 4, 2023	\$16,008.94
762318	18364	WARD, BRADFORD D	Aug 4, 2023	\$267.00
762319	8878	WELLS ACOUSTICS	-	\$520.00
		WESCO WESCO	Aug 4, 2023	
762320	8957		Aug 4, 2023	\$1,600.65
762321	17701	WM B SALEH CO	Aug 4, 2023	\$1,806.00
762322	12585	WOOLARD, BOBBY	Aug 4, 2023	\$113.00
762323	9244	ZEP MANUFACTURING COMPANY	Aug 4, 2023	\$497.02
762324	10009	3 M COMPANY T C M DIVISION	Aug 4, 2023	\$6,103.67
762325	21482	LCI SERVICES	Aug 4, 2023	\$16,660.00
762326	12273	NATIONAL NOTARY ASSOCIATION	Aug 4, 2023	\$320.00
762327	33313	RAM LLC	Aug 4, 2023	\$16,600.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762328	33590	ROULSTON, ADAM	Aug 4, 2023	\$560.00
762329	7636	STATE WATER RESOURCES CONTROL E	Aug 4, 2023	\$150.00
762330	32424	VALDEZ, ANTHONY	Aug 4, 2023	\$1,515.06
762331	10204	ASSOCIATION BKFD POLICE OFFICER FO	Aug 4, 2023	\$23,827.28
762332	10211	BAKERSFIELD FIREMEN	Aug 4, 2023	\$13,917.81
762333	10200	BAKERSFIELD FIREMEN RELIEF ASS	Aug 4, 2023	\$8,233.78
762334	10203	BAKERSFIELD POLICE BENEFIT	Aug 4, 2023	\$33,135.11
762335	10205	MUTUAL BENEFIT ASSOCIATION	Aug 4, 2023	\$2,271.50
762336	26810	RELIASTAR LIFE INSURANCE CO	Aug 4, 2023	\$3,795.91
762337	22324	SEIU LOCAL 521	Aug 4, 2023	\$22,148.64
762338	26559	A 1 PRECISION BUILDERS	Aug 10, 2023	\$1,999.00
762339	57	ABATE A WEED	Aug 10, 2023	\$402.51
762340	32474	ABC OCCUPATIONAL MEDICAL CENTER	_	\$845.00
762341	81	ADVANCED DATA STORAGE INC	Aug 10, 2023	\$231.44
762342	28831	ADVANCED INDUSTRIAL SERVICES	Aug 10, 2023	\$1,868.00
762343	25365	AECOM TECHNICAL SERVICES INC	Aug 10, 2023	\$410.00
762344	21341	AEG MANAGEMENT BAKERSFIELD LLC	Aug 10, 2023	\$75,000.00
762345	29	AFFINITY TRUCK CENTER	Aug 10, 2023	\$453.69
762346	30989	AIMS C/O HANNA BROPHY MACLEAN	Aug 10, 2023	\$10,736.50
762347	24462	ALIANZA RECYCLING & RECOVERY LLC	Aug 10, 2023	\$841.44
762348	31308	ALL AMERICAN CARPET	Aug 10, 2023	\$1,870.00
762349	27589	ALL AMERICAN GLASS	Aug 10, 2023	\$712.30
762350	29450	ALL AMERICAN UNIFORMS LLC	Aug 10, 2023	\$823.12
762351	160	ALL THAT LETTERING SIGN COMPNY	Aug 10, 2023	\$1,550.29
762352	25863	ALLIED WEED CONTROL INC	Aug 10, 2023	\$3,975.00
762353	26040	ALPHA & OMEGA GARDENING INC	Aug 10, 2023	\$1,800.00
762354	25123	ALVAREZ, JEFFREY	Aug 10, 2023	\$160.00
762355	32909	AMAROK	Aug 10, 2023	\$1,076.35
762356	33591	AMERICAN PARK NETWORK	Aug 10, 2023	\$5,000.00
762357	1049	APPLIED LNG TECHNOLOGIES LLC	Aug 10, 2023	\$18,749.43
762358	10037	MISCELLANEOUS TRUST VENDOR	Aug 10, 2023	\$107.00
762359	20250	ASBESTOS SERVICES INC	Aug 10, 2023	\$800.00
762360	32761	AUTO TECH AND SMOG	Aug 10, 2023	\$135.00
762361	28830	AUTOZONE STORES INC	Aug 10, 2023	\$5,128.56
762362	576	B & B SURPLUS	Aug 10, 2023	\$277.66
762363		B & H PHOTO VIDEO INC	Aug 10, 2023	\$2,391.68
	13028	B & R TOOL SUPPLY INC		
762364 762365	25180 652	BACSCO	Aug 10, 2023	\$838.36
	611	B S & E COMPANY INC	Aug 10, 2023	\$319.93
762366			Aug 10, 2023	\$136.57
762367	675	BAKERSFIELD CALIFORNIAN	Aug 10, 2023	\$288.04
762368	841	BAKERSFIELD RUBBER STAMP CO	Aug 10, 2023	\$18.35
762369	875	BAKERSFIELD TRUCK CENTER	Aug 10, 2023	\$3,334.47
762370	33068	BANK OF MARIN	Aug 10, 2023	\$12,882.90
762371	13424	BARNES WELDING SUPPLY	Aug 10, 2023	\$320.82
762372	32381	BASHIRTASH, ZACK	Aug 10, 2023	\$225.00
762373	32581	BEAR CLOUD TECHNOLOGIES	Aug 10, 2023	\$32,039.68
762374	1037	BERCHTOLD EQUIPMENT CO	Aug 10, 2023	\$2,642.37
762375	29350	BEST SMOG & TUNE UP	Aug 10, 2023	\$220.00
762376	32382	BITTLE, CASSIE	Aug 10, 2023	\$225.00
762377	1163	BLUEPRINT SERVICE CO	Aug 10, 2023	\$51.03

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762378	70113	BOLTHOUSE PROPERTIES LLC	Aug 10, 2023	\$25,000.00
762379	22817	BORN AGAIN BODYWORKS	Aug 10, 2023	\$11,450.76
762380	33220	BRADY INDUSTRIES	Aug 10, 2023	\$3,010.42
762381	1249	BRANDCO	Aug 10, 2023	\$123.08
762382	28709	BRAVO-RIOS, ROGELIO	Aug 10, 2023	\$144.19
762383	10267	BUDGET BOLT INC	Aug 10, 2023	\$132.06
762384	24240	BUILDING ELECTRONIC CONTROLS INC	Aug 10, 2023	\$50,000.00
762385	1470	CALIFORNIA BUILDING OFFICIALS	Aug 10, 2023	\$5,935.00
762386	28603	CALIFORNIA FUELS & LUBRICANTS	Aug 10, 2023	\$32,675.66
762387	1694	CALIFORNIA WATER SERVICE	Aug 10, 2023	\$215,313.63
762388	28792	CATER, DANIEL TIMOTHY	Aug 10, 2023	\$225.00
762389	27074	CEN-CAL CONSTRUCTION INC	Aug 10, 2023	\$46,739.80
762390	1888	CHAMPION HARDWARE	Aug 10, 2023	\$1,671.73
762391	19303	CHARTER COMMUNICATIONS	Aug 10, 2023	\$577.78
762392	10037	MISCELLANEOUS TRUST VENDOR	Aug 10, 2023	\$258.00
762393	2162	CONSOLIDATED ELECTRICAL DIST INC	Aug 10, 2023	\$3,740.87
762394	31107	CORNERSTONE COMMUNICATIONS & PR		\$5,000.00
762395	27839	CRITTERS WITHOUT LITTERS	Aug 10, 2023	\$42,551.00
762396	27218	CUMMINS PACIFIC LLC	Aug 10, 2023	\$541.25
762397	32962	DATAFY LLC	Aug 10, 2023	\$2,250.00
762398	33282	DAUPLER INC	Aug 10, 2023	\$3,333.33
762399	4140	DAVID JANES COMPANY	Aug 10, 2023	\$3,603.75
762400	13970	DELL MARKETING L P	Aug 10, 2023	\$2,345.06
762401	15998	DELTA LIQUID ENERGY	Aug 10, 2023	\$320.69
762402	11271	DEPARTMENT OF TRANSPORTATION	Aug 10, 2023	\$10,762.29
762403	13912	DIRECT SAFETY SOLUTIONS INC	Aug 10, 2023	\$1,311.95
762404	31032	DOCUSIGN INC	Aug 10, 2023	\$5,124.00
762404	2613	DOUGLASS TRUCK BODIES INC	Aug 10, 2023 Aug 10, 2023	\$3,124.00
762406	28574	DR RONALD OSTROM	_	
762407		DUANE MORRIS LLP	Aug 10, 2023	\$1,000.00
762407	18544 33117		Aug 10, 2023	\$120,000.00
		DUERNER, RONALD LEE	Aug 10, 2023	\$160.00
762409	25689	DXP ENTERPRISES INC	Aug 10, 2023	\$580.13
762410	16511	EAN SERVICES LLC	Aug 10, 2023	\$8,583.60
762411	20062	ECOLINE INDUSTRIAL SUPPLY	Aug 10, 2023	\$2,474.60
762412	2757	ELECTRIC MOTOR WORKS INC	Aug 10, 2023	\$8,125.43
762413	30858	ENVIRONMENTAL SAFETY SOLUTIONS	Aug 10, 2023	\$140.00
762414	2901	FEDEX	Aug 10, 2023	\$102.16
762415	32278	FELDFIRE	Aug 10, 2023	\$4,657.20
762416	2874	FERGUSON ENTERPRISES INC	Aug 10, 2023	\$2,904.74
762417	29752	FIRST ALARM WELLNESS INC	Aug 10, 2023	\$150.00
762418	31010	FIRST AMERICAN TITLE COMPANY	Aug 10, 2023	\$1,500.00
762419	19657	FIRST CHOICE COFFEE SERVICES INC	Aug 10, 2023	\$241.69
762420	2980	FISHER SCIENTIFIC	Aug 10, 2023	\$2,267.10
762421	25339	FLEET SERVICES TOWING INC	Aug 10, 2023	\$100.00
762422	32908	FOUR INC	Aug 10, 2023	\$2,022.63
762423	30589	FRUIT GROWERS LABORATORY INC	Aug 10, 2023	\$2,860.00
762424	28326	FUN EXPRESS	Aug 10, 2023	\$66.39
762425	29826	FWD MG INC	Aug 10, 2023	\$90.93
762426	33424	GALARZA, GUSTAVO	Aug 10, 2023	\$160.00
762427	308	GARDENERS SUPPLY INC	Aug 10, 2023	\$238.15

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\$6,088.83
\$160.00
\$1,468.85
\$102,024.77
\$2,967.77
\$173,069.28
\$3,256.97
\$2,506.85
\$196.65
\$1,770.43
\$50.00
\$75.00
\$7,806.83
\$62,404.94
\$3,203.78
\$2,441.52
\$19,219.00
\$1,430.00
\$1,370.00
\$518.59
\$1,761.23
\$6,558.75
\$250.00
\$160.00
\$30,441.94
\$900.87
\$2,020.40
\$2,224.25
\$225.00
\$160.00
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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762478	28984	MORALES AND MORALES LANDSCAPE	Aug 10, 2023	\$5,850.00
762479	5688	MOTION INDUSTRIES INC	Aug 10, 2023	\$1,544.53
762480	33593	NATIONAL GENERAL AS SUBROGEE	Aug 10, 2023	\$1,645.43
762481	32994	NEAL, CANDACE	Aug 10, 2023	\$225.00
762482	327	NIPPON CARBIDE INDUSTRIES	Aug 10, 2023	\$6,702.84
762483	32216	NR DEVELOPMENT, INC.	Aug 10, 2023	\$79,703.73
762484	30905	OLAGUEZ TRANSPORT	Aug 10, 2023	\$43,264.99
762485	18936	OMEGA INDUSTRIAL SUPPLY	Aug 10, 2023	\$2,512.13
762486	32671	ONE SOURCE PARTS LLC	Aug 10, 2023	\$10,019.63
762487	10361	OPEN & SHUT ENTERPRISES	Aug 10, 2023	\$340.00
762488	27415	ORNELAS, JOSE E	Aug 10, 2023	\$160.00
762489	29655	P & A ADMINISTRATION SERVICES INC	Aug 10, 2023	\$285.66
762490	29655	P & A ADMINISTRATION SERVICES INC	Aug 10, 2023	\$2,493.00
762491	29655	P & A ADMINISTRATION SERVICES INC	Aug 10, 2023	\$3,953.53
762492	6448	P T O SALES CORP / TRUCKPRO LLC	Aug 10, 2023	\$423.58
762493	25076	PAPE KENWORTH	Aug 10, 2023	\$740.84
762494	13209	PARKHOUSE TIRE INC	Aug 10, 2023	\$280.06
762495	984	POWERSTRIDE BATTERY CO INC	Aug 10, 2023	\$663.78
762496	29204	PRIMEX	Aug 10, 2023	\$4,950.00
762497	33163	PROPIO LS LLC	Aug 10, 2023	\$623.70
762498	26997	PROVOST & PRITCHARD CONSULTING IN	_	\$24,637.79
762499	6527	PULLTARPS MFG	Aug 10, 2023	\$358.79
762500	6555	QUINN COMPANY INC	Aug 10, 2023	\$37,089.85
762501	20713	RANDY'S TOWING LLC	Aug 10, 2023	\$597.50
762502	10047	MISC RECEIVABLE REFUND VENDOR	Aug 10, 2023	\$105.00
762503	3249	RAY GASKIN SERVICE INC	Aug 10, 2023	\$380.62
762504	6682	RAYMONDS TROPHY AND AWARDS	Aug 10, 2023	\$333.31
762505	28480	READY REFRESH	Aug 10, 2023	\$468.48
762506	30134	REDBONE DEMOLITION	Aug 10, 2023	\$8,888.00
762507	6727	REFRIGERATION SUPPLIES DIST. INC	Aug 10, 2023	\$147.53
762508	6732	REGENTS OF THE UNIVERSITY OF	Aug 10, 2023	\$549.12
762509	70873	RGF LAND COMPANY INC	Aug 10, 2023	\$5,000.00
762510	30140	ROBLEZ, MARK	Aug 10, 2023	\$160.00
762511	13860	RUETTGERS & SCHULER CIVIL ENG	Aug 10, 2023	\$5,200.00
762512	24278	SAAVEDRA, JOSE	Aug 10, 2023	\$124.48
		SAFETY TEK INDUSTRIES INC	-	
762513	18072 12665	SAN JOAQUIN FENCE & SUPPLY	Aug 10, 2023	\$212.50
762514 762515	7133	SC COMMUNICATIONS INC	Aug 10, 2023 Aug 10, 2023	\$31,128.50 \$1,410.12
			•	
762516	27361	SC FUELS	Aug 10, 2023	\$33,695.93
762517	7287	SERVICE OIL CO	Aug 10, 2023	\$114.62
762518	7434	SMART & FINAL IRIS COMPANY	Aug 10, 2023	\$94.67
762519	19584	SMITH & SON TIRE INC	Aug 10, 2023	\$9,559.53
762520	7459	SNIDER'S INC	Aug 10, 2023	\$40.59
762521	22473	SOILS ENGINEERING INC	Aug 10, 2023	\$996.00
762522	22580	SOLARWINDS INC	Aug 10, 2023	\$10,542.00
762523	27951	SOLENIS LLC	Aug 10, 2023	\$80,120.59
762524	29702	SOUNDTHINKING INC	Aug 10, 2023	\$499,180.00
762525	14700	SOUTH COAST EMERGENCY VEHICLE SI	_	\$225.67
762526	29986	STANDARD PLUMBING SUPPLY DBA FLO		\$121.24
762527	33217	STAPLES ENERGY	Aug 10, 2023	\$7,393.96

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762528	28923	STARS AND STRIPES	Aug 10, 2023	\$4,200.00
762529	7685	STINSON STATIONERS	Aug 10, 2023	\$599.32
762530	10047	MISC RECEIVABLE REFUND VENDOR	Aug 10, 2023	\$99.00
762531	7719	SUBURBAN PROPANE	Aug 10, 2023	\$1,713.76
762532	70666	SUMMIT CAPITAL VENTURES INC	Aug 10, 2023	\$30,000.00
762533	70330	SUNRUN INSTALLATION SERVICES 2501	Aug 10, 2023	\$369.00
762534	32244	SUNSHINE CLEANING SERVICES	Aug 10, 2023	\$950.00
762535	7840	TALLEY COMMUNICATIONS CO INC	Aug 10, 2023	\$1,192.90
762536	33349	TDG ENGINEERING INC	Aug 10, 2023	\$78,965.00
762537	25338	TEN EIGHT TOW INC	Aug 10, 2023	\$50.00
762538	851	TENNANT COMPANY	Aug 10, 2023	\$124.27
762539	8084	TOTER LLC	Aug 10, 2023	\$59,648.34
762540	16011	TRAINING INNOVATIONS INC	Aug 10, 2023	\$800.00
762541	21369	TRANS-WEST SECURITY INC	Aug 10, 2023	\$20,886.87
762542	96	TYACK TIRES INC	Aug 10, 2023	\$15,886.83
762543	15212	U.S. BEHAVIORAL HEALTH PLAN	Aug 10, 2023	\$1,468.62
762544	13646	UNITED ROTARY BRUSH CORPORATION		\$4,759.56
762545	70836	URBAN LAND ADVISORS	Aug 10, 2023	\$25,000.00
762546	15132	VALLEY PROPANE SERVICE	Aug 10, 2023	\$8,351.34
762547	32684	VCA BAKERSFIELD ANIMAL HOSPITAL	Aug 10, 2023	\$803.24
762548	29636	VENTURI ENTERPRISES INC	Aug 10, 2023	\$2,160.00
762549	32155	VERITEXT	Aug 10, 2023	\$4,052.50
762550	33055	VERRA MOBILITY DBA	Aug 10, 2023	\$56,802.40
762551	33280	VERTEX ONE SOFTWARE LLC	Aug 10, 2023	\$13,373.00
762552	32409	VIRGIN PULSE INC	Aug 10, 2023	\$370.50
762553	25957	WADE, PATRICK	Aug 10, 2023	\$150.00
762554	29153	WENDALE DAVIS FOUNDATION	Aug 10, 2023	\$37,267.29
762555	32360	WITCHER ELECTRIC INC	Aug 10, 2023	\$349,141.00
762556	17150	ZAMBRANO, SERGIO	Aug 10, 2023	\$160.00
762557	6129	A T & T	Aug 10, 2023	\$197.86
762558	20606	A T & T MOBILITY	Aug 10, 2023	\$94.92
762560	78	ADVANCED DISTRIBUTION CO	Aug 10, 2023	\$4,379.65
762565	26538	ARAMARK UNIFORM & CAREER APPARE		\$8,649.59
762566	10199	BAKERSFIELD CITY EMPLOYEE	Aug 10, 2023	\$2,059.50
762567	10047	MISC RECEIVABLE REFUND VENDOR	Aug 10, 2023	\$1,004.88
762569	21172	BLACKHOLE TECHNOLOGIES INC	Aug 10, 2023	\$8,762.69
762572	1696	CALIFORNIA WATER SERVICE	Aug 10, 2023	\$62,268.28
762572	11937	CITY OF BAKERSFIELD	Aug 10, 2023 Aug 10, 2023	\$447.76
762573 762574	15634	CITY OF BAKERSFIELD	Aug 10, 2023	\$5,107.97
762574 762575		CITY OF BAKERSFIELD	-	
	17023	MISC RECEIVABLE REFUND VENDOR	Aug 10, 2023	\$1,730.00
762576	10047		Aug 10, 2023	\$768.54
762577	10898	D M V RENEWAL	Aug 10, 2023	\$10.00
762578	10898	D M V RENEWAL	Aug 10, 2023	\$10.00
762579	10898	D M V RENEWAL	Aug 10, 2023	\$10.00
762580	2468	DEPARTMENT OF JUSTICE	Aug 10, 2023	\$1,040.00
762581	2714	EAST NILES COMMUNITY SERVICES	Aug 10, 2023	\$2,511.70
762583	14055	FAST UNDERCAR LLC	Aug 10, 2023	\$4,220.47
762584	25786	G S E CONSTRUCTION CO INC	Aug 10, 2023	\$244,775.10
762586	21739	GOLDEN EMPIRE TOWING INC	Aug 10, 2023	\$8,444.25
762589	3427	GRAINGER INC, W W	Aug 10, 2023	\$4,383.47

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
762591	3450	GRANITE CONSTRUCTION INC	Aug 10, 2023	\$356,180.71
762596	7933	HOME DEPOT	Aug 10, 2023	\$5,506.38
762597	26387	JIM BURKE FORD-EQ	Aug 10, 2023	\$198,089.20
762598	4494	KERN COUNTY CLERK	Aug 10, 2023	\$50.00
762600	30732	KERN COUNTY FORENSIC SERVICES LLC	_	\$22,750.00
762604	4740	KERN TURF SUPPLY	Aug 10, 2023	\$16,512.49
762607	15624	LOWE'S HOME IMPROVEMENT	Aug 10, 2023	\$2,177.58
762608	12748	MERRIMAN HURST & ASSOCIATES INC	Aug 10, 2023	\$1,700.00
762609	10047	MISC RECEIVABLE REFUND VENDOR	Aug 10, 2023	\$833.23
762611	24279	O'REILLY AUTO PARTS	Aug 10, 2023	\$1,306.00
762612	32463	OAKLEAF GENERAL ENGINEERING CONS	Aug 10, 2023	\$16,497.91
762613	18230	OILDALE MUTUAL WATER COMPANY	Aug 10, 2023	\$103.90
762614	10047	MISC RECEIVABLE REFUND VENDOR	Aug 10, 2023	\$710.73
762616	6376	PIONEER PAINT	Aug 10, 2023	\$8,034.70
762617	33146	PRO-PIPE INC	Aug 10, 2023	\$217,680.37
762619	3249	RAY GASKIN SERVICE INC	Aug 10, 2023	\$40,500.03
762620	7509	SOCALGAS	Aug 10, 2023	\$23.36
762621	7509	SOCALGAS	Aug 10, 2023	\$35.13
762622	7508	SOUTHERN CALIFORNIA EDISON CO.	Aug 10, 2023	\$1,119.82
762626	7685	STINSON STATIONERS	Aug 10, 2023	\$6,392.97
762629	15868	TEL TEC SECURITY SYSTEM INC	Aug 10, 2023	\$3,154.76
762631	10428	UNITED REFRIGERATION INC	Aug 10, 2023	\$1,146.43
762632	26621	US POSTAL SERVICE (QUADIENT-POC)	Aug 10, 2023	\$50,000.00
762633	33184	EYEMED	Aug 10, 2023	\$5,604.48
762634	26810	RELIASTAR LIFE INSURANCE CO	Aug 10, 2023	\$4,677.72
762635	30027	U S BANK - PARS #6746022400	Aug 10, 2023	\$10,398.51
762636	30029	UNITED CONCORDIA DENTAL PLANS OF	-	\$61,173.66
762637	30020	UNUM	Aug 10, 2023	\$6,815.03
9996963	30025	STATE DISBURSEMENT UNIT	Aug 3, 2023	\$22,915.78
9996964	11811	WELLS FARGO BANK	Aug 3, 2023	\$163,058.97
9996965	10199	BAKERSFIELD CITY EMPLOYEE	Aug 4, 2023	\$201,326.00
9996966	30014	EMPLOYMENT DEVELOPMENT DEPT	Aug 4, 2023	\$318,926.08
9996967	10217	I C M A RETIREMENT TRUST-303749	Aug 4, 2023	\$54,226.78
9996968	30010	IRS	Aug 4, 2023	\$904,322.99
9996969	16863	NATIONWIDE RETIREMENT SOLUTIONS	-	\$155,691.07
9996970	20699	VANTAGEPOINT TRANSFER AGENTS C/	-	\$57,001.79
9996971	30028	BLUE SHIELD OF CALIFORNIA-P	Aug 10, 2023	\$619,971.67
9996972	30021	KAISER PERMANENTE	Aug 10, 2023	\$260,159.96
9996973	10206	STATE OF CALIF - PERS	Aug 10, 2023	\$1,442,147.40
9996974	33556	U S BANK	Aug 10, 2023	\$3,025.05
9996975	11811	WELLS FARGO BANK	Aug 10, 2023	\$113,030.62
691	Overall - Count		5 = , , , = =	, ,,,,,,,,,
Overall - Total	2 2 2 3 1 1			\$16,875,367.53
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\$16,875,367.53



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 8/1/2023

WARD:

SUBJECT: First Reading of the following ordinances amending various sections of

the Bakersfield Municipal Code:

1. Repealing Section 2.84.610 relating to employee leave of absences due to a death in the family.

2. Amending Section 3.20.125 relating to sale of surplus real property.

3. Amending Section 5.14.060 relating to cabaret permit appeals.

- 4. Amending Section 5.66.050 relating to food vending vehicles.
- 5. Amending Section 12.36.010 relating to construction by builder.
- 6. Amending Section 15.82.060 relating to adjustment of fees.

STAFF RECOMMENDATION:

Staff recommends First Reading of the proposed ordinance amendments.

BACKGROUND:

Periodically, various Departments throughout the City request minor changes to the Bakersfield Municipal Code ("BMC"). Generally, the changes are being sought to make a section read better or to reflect current practice or correct typographical errors, or to comply with new rules and regulations.

The following is a list of ordinance changes that are being recommended by Staff:

- 1. <u>BMC Section 2.84.610</u>. This amendment repeals the entire section because it is no longer reflective of California law as it pertains to bereavement leave and is now covered in the City Administrative Rules and Regulations.
- 2. **BMC Section 3.20.125.** This amendment will reflect the City Manager or designee is now responsible for authorizing the sale of real property owned by the city instead of the finance director, as previously required.
- 3. **BMC Section 5.14.060.** This amendment changes the time in which an appeal regarding a

cabaret permit must be heard from three weeks to "within a reasonable time frame," to be consistent with the timing for other permit appeal hearings. This amendment also clarifies that hearings may be heard by the City Manager or designee.

- 4. **BMC Section 5.66.050.** This amendment eliminates the requirement that food vending vehicles must park at least 300 feet away from the exterior boundary of property used or operated by the City; as this change mirrors state law.
- 5. **BMC Section 12.36.010**. This amendment changes the format of the section from a paragraph to a list to allow for a better read.
- 6. **BMC Section 15.82.060**. This amendment indicates that any fees related to transportation and sewer shall be proposed by the Public Works director and provides that in addition any fees related to parks will be proposed by the Recreation and Parks director.

ATTACHMENTS:

	Description	Туре
D	2.84.610	Ordinance
D	3.20.125	Ordinance
D	5.14.060	Ordinance
D	5.66.050	Ordinance
D	12.36.010	Ordinance
D	15.82.060	Ordinance

ORDINANCE NO.	
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ORDINANCE REPEALING CHAPTER 2 SECTION 2.84.610 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO DEATH IN THE FAMILY.

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

SECTION 1.

Chapter 2.84, Section 2.84.610 of the Bakersfield Municipal Code is hereby repealed in its entirety.

2.84.610 Death in the family.

A. In case of death within the immediate family of an employee, the employee may, upon approval of the department head, use up to three days of any accumulated sick leave, vacation leave or compensatory time off due him or her for overtime worked, to attend the funeral or memorial services.

B. Additional time off for travel may be granted upon recommendation of the department head and approval of the city manager.

C. The immediate family shall consist of spouse, parents, grandparents, brothers, sisters, children, grandchildren, mother-in-law and father-in-law.

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.



REDLINE

•	oted, by the of held on _	Council of the C	oregoing Ordinance was passed and city of Bakersfield at a regular meeting by the following
	AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER:	s, gonzales, weir, smith, freeman, gray, kaur
			JULIE DRIMAKIS, CPMC, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPR	OVED:		
Ву:	KAREN GOF Mayor		
APPR	OVED AS TO	FORM:	
_	INIA GENNA I Attorney	RO	
Ву:	VIRGINIA G		

 $VG: vlg \\ S: COUNCIL \ Ords \ 23-24 \ 2.84.610 Death in Family. Rdln. docx$

ORDINANCE NO.	

ORDINANCE AMENDING SECTION 3.20.125 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO SALE OF SURPLUS REAL PROPERTY.

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

SECTION 1.

Chapter 3.20, Section 3.20.125 of the Bakersfield Municipal Code is hereby amended to read as follows:

3.20.125 Sale of Surplus Real Property.

When it is found by the city manager that the city owns real property which is no longer needed by the city (except for property held in public trust), he shall report the property description and any other pertinent information to the city council which may declare the property "Surplus" or "Exempt Surplus" and authorize the sale thereof by the finance director city manager or designee and the proceeds from any such sale shall be deposited in the city treasury. Under the direction of the Finance Director city manager or designee, the declaration by City Council and the sale shall be conducted in accordance with Government Code Section 54220 et. seq. Such sale shall be conducted either by competitive bids or by negotiated sale in the following manner:

A. Competitive Bids. The finance director city manager or designee shall obtain an appraisal on the real property to be sold, when such property exceeds four thousand dollars in value, and shall advertise for competitive and formal bids with a minimum bid of no less than ten percent below the appraised value. If the property is valued at less than four thousand dollars, then the finance director city manager or designee may accept informal bids. The highest bid shall be accepted for sale. At the time and place of such sale, oral bids may be considered by the finance director city manager or designee after giving proper notice of such fact, provided such oral bids shall be at least five percent higher than the highest written bid received at the time of opening of bids. The finance director city manager or designee may, at his discretion, require cash or cashiers check in an amount equal to ten percent of the bid price to be deposited by the bidder at the time of making or submitting his bid. The winning bid shall be awarded in accordance with Government Code Section 54220 et. seg. The person to whom any bid is awarded shall execute the purchase and sale agreement within fifteen days and consummate the sale based on the terms of

Ordinance Amending Section 3.20.125 Sale of Surplus Real Property.

said agreement, unless otherwise provided by the finance director city manager or designee.

B. Negotiated Sale. The city council may authorize a negotiated sale of real property at or below the real property's appraised value in accordance with Government Code Section 54220 et. seq. and any other applicable State and/or Federal requirements.

SECTION 2.

Bakersfield Municipal Code and safter the date of its passage.	osted in accordance with the provisions of the shall become effective thirty (30) days from and
_	ng Ordinance was passed and adopted, by feld at a regular meeting thereof held on the following vote:
NOES: COUNCILMEMBER:	RIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR
	JULIE DRIMAKIS, CPMC, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED:	
KAREN GOH Mayor	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:	

Ordinance Amending Section 3.20.125 Sale of Surplus Real Property.

ORDINANCE NO.	

ORDINANCE AMENDING SECTION 5.14.060 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO THE APPEAL PROCESS FOR CABARET PERMITS.

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

SECTION 1.

Chapter 5.14, Section 5.14.060 of the Bakersfield Municipal Code is hereby amended to read as follows:

5.14.060 Appeal.

- A. Should any applicant be dissatisfied with the decision of the chief of police or designee not to grant a permit or for the suspension or revocation of a permit, then the applicant may, no later than ten days after notice of such decision is deposited in the United States mail, addressed to the applicant or permittee at the address provided on the application, make written objection to the city manager or designee setting the grounds for dissatisfaction whereupon the city manager or designee shall hear the objections at a hearing no later than three weeks within a reasonable time frame following the filing of the objection with the city clerk. The applicant shall be given written notice no less than three days prior to the hearing. The city manager or designee may, upon the hearing, sustain, suspend or overrule the decision of the chief of police or designee, which decision shall be final and conclusive.
- B. Pending the hearing <u>and final decision</u> before the city manager, the decision of the chief of police or designee shall remain in full force and effect and any reversal thereof by the city manager <u>or designee</u> shall not be retroactive but shall take effect as of the date of the <u>manager's</u>-decision <u>on appeal.</u>

Ordinance Amending Section 5.14.060 Appeal.

SECTION 2.

	ersfield Mur	•	osted in accordance with the provisions of the shall become effective thirty (30) days from and
arroi	mo daro c		000
		he City of Bakersfi	ng Ordinance was passed and adopted, by eld at a regular meeting thereof held on the following vote:
	AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER: COUNCILMEMBER:	RIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR
			JULIE DRIMAKIS, CPMC, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPI	ROVED:		
By:_	KAREN G Mayor	ОН	_
VIRG	ROVED AS T GINIA GENN Attorney		
Ву: _	ASHLEY Z	AMBRANO City Attorney	
AEZ:e		14.060.CabaretAppeals.rdl.docx	
Ordino	ınce Amending	Section 5.14.060 Appeal.	

ORDINANCE NO.	ORDINANCI	NO.		
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ORDINANCE AMENDING SECTION 5.66.050 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO FOOD VENDING VEHICLES.

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

SECTION 1.

Chapter 5.66, Section 5.66.050 of the Bakersfield Municipal Code is hereby amended to read as follows:

5.66.050 General Food Vending Vehicle Requirements.

- A. No selling or serving alcohol;
- B. No selling to persons in vehicles;
- C. No amplified sound or loudspeakers. Must comply with the noise limits in Chapter 9.22;
- D. No discharge or cause to be discharged to a public sewer, any waste as defined in Section 14.12.220 (B) which directly or indirectly connects to the city's sewerage systems;
- E. No lighting, except localized lighting that is used on or in the food vending vehicle.
- F. No obstruction or interference with the free flow of pedestrian or vehicular traffic, including but not limited to access to or from any business, public building, or dwelling unit;
- G. No restriction of visibility area sight distance at any driveway or intersection;
- H. Posting, in public view and without obstruction, on the back upper left side of the vehicle, the following items:
 - 1. A valid permit certification and valid permit sticker from the county of Kern's public health services department; and
 - 2. A city code enforcement sticker that provides a phone number to report violations.

REDLINE

- I. Hours of operation shall be between six a.m. and ten p.m. from Monday through Saturday and between six a.m. and eight p.m. on Sunday, except in the commercial center zone (CC) and the central business zone (C-B), where hours of operation shall be between six a.m. and one a.m. from Monday through Sunday;
- J. Provide at least one trash receptacle and one recycling receptacle for use by patrons within twenty feet and in a convenient location that does not impede pedestrian or vehicular traffic;
- K. Upon vacating the site, must collect and remove the aforementioned trash receptacle and all litter and debris generated within a minimum fifty-foot radius of the food vending vehicle;
- L. Food vending vehicles shall be a permitted use in the following zone districts: CC (commercial center), C-2 (regional commercial), C-B (central business), M-1 (light manufacturing), M-2 (general manufacturing) and where permitted by Section 5.66.070(I). Operation in any other zone district, or operation of multiple food vehicles pursuant to 5.66.070(H), shall require approval of a conditional use permit in accordance to the process established by Chapter 17.64 herein;
- M. Food vending vehicles must park at least seventy-five feet away from a primary frontage for patrons of a restaurant and at least two hundred feet away from the following zone districts: R-1 (one-family dwelling), R-2 (limited multiple-family dwelling), R-3 (multiple-family dwelling), R-S (residential suburban) and PUD (planned unit development), unless operating in accordance with state law and with Section 5.66.070(I) or pursuant to a conditional use permit;
- N. Food vending vehicles must park at least three feet away from the exterior boundary of property used and occupied by any public playground or park maintained and operated by the city, or other public corporation, unless operating in accordance with Section 5.66.070;
- O. N. Shall permit law enforcement officers to inspect the premises of the food vending vehicle business for purposes of ensuring compliance with the law at any time the vehicle is open for business. Such inspections shall be conducted in a reasonable manner and shall be as frequent as necessary;
- P. Q. Maintain liability insurance policy of at least one million dollars that names the city as an additional insured.

SECTION 2.

This	Ordinance	shall	be	posted	in	accordan	ce v	with	the	Baker:	sfield
Municipal	Code and s	hall be	ecor	ne effec	tive	thirty (30)	days	s afte	er the	date	of its
passage.											

--00000— 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: ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR NOES: COUNCILMEMBER: COUNCILMEMBER: ABSTAIN: COUNCILMEMBER: COUNCILMEM JULIE DRIMAKIS, CPMC, MMC 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 Deputy City Attorney

VGK/ag/em S:\COUNCIL\Ords\23-24\5.66 FoodVending.Rdl.docx

ORDINANCE NO.	

ORDINANCE AMENDING SECTION 12.36.010 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO CONSTRUCTION BY BUILDER.

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

SECTION 1.

Chapter 12.36, Section 12.36.010 of the Bakersfield Municipal Code is hereby amended to read as follows:

12.36.010 Construction by builder.

A. Any owner, lessee or agent constructing or arranging for the construction of any of the following:

- 1. Anew building:
- 2. or of aAny building altered or expanded in excess of twenty-five percent of the value of such building, as indicated by the assessed valuation:
- 3. or for Any building in which there is a change in occupancy (i.e., new owner-occupant or new tenant) where a building permit is required:
- 4. or aAny property required to be used for off-street parking as set forth in Sections 17.58.010 through 17.58.050 within the city-

shall also provide concrete curbs, gutters, sidewalks, streetlights, driveway approaches, connecting pavement and canal fencing in accordance with approved "City of Bakersfield Standard Drawings and Specifications" on file in the office of the director of public works and dedication of all required street rights-of-way. The foregoing is applicable in all zones of the city as established by Title 17 of this code.

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.

Ordinance Amending Section 12.36.010 Construction by builder.

		000	
ncil of the	City of Bakersfield	d at a regular meeting thereof held	
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER:		
		JULIE DRIMAKIS, CPMC, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield	
OVED:			
	1		
oved as to			
VIRIDIANA (GALLARDO-KING		
m CIL\Ords\23-24\12.36.0	010.ConstructionbyBuilder.rdl.docx		
	AYES: NOES: ABSTAIN: ABSENT: KAREN GON Mayor OVED AS TO NIA GENNAI Attorney VIRIDIANA Deputy City	EBY CERTIFY that the foregoing cil of the City of Bakersfield by the by	NOES: ABSTAIN: COUNCILMEMBER: COUNCILMEMBER: STAIN: COUNCILMEMBER:

Ordinance Amending Section 12.36.010 Construction by builder.

ORDINANCE NO
ORDINANCE AMENDING SECTION 15.82.060 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO ADJUSTMENT OF FEES.
BE IT ORDAINED by the Council of the City of Bakersfield as follows:
SECTION 1.
Chapter 15.82, Section 15.82.060 of the Bakersfield Municipal Code is hereby amended to read as follows:
15.82.060 Adjustment of Fees.
Each fiscal year, the public works director, for transportation and sewer fees, and
the recreation and parks director, for park fees, shall submit a proposed fee
schedule regarding the fee amount to be collected for each new dwelling unit.
The fee shall be adjusted annually by the annual Construction Cost Index defined
in Bakersfield Municipal Code Section 15.84.030(D). Also, the fee schedule shall
be further adjusted to reflect all costs incurred for park development,
improvement, or enhancement. The fee shall be adopted by resolution of the city
council following a noticed public hearing.

SECTION 2.

This	Ordinance	shall be po	osted in	accord	ance v	vith the	provision	s of	the
Bakersfield	d Municipal	Code and	shall bed	come ef	fective	thirty (3	0) days fro	om d	and
after the	date of its po	assage.							

after the date of	its passage.
	000
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: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER: ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR COUNCILMEMBER: COUNCILMEMBER: COUNCILMEMBER:
	JULIE DRIMAKIS, CPMC, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

Ordinance Amending Section 15.82.060 Adjustment of Fees.

[Additional Signatures on Following Page]

APPROVED:	
By:	
KAREN GOH	
Mayor	
APPROVED AS TO FORM: VIRGINIA GENNARO	
City Attorney	
By:	
VIRIDIANA GALLARDO-KING	
Deputy City Attorney	

VKG:em

 $\verb|S:\COUNCIL\Ords|| 23-24\15.82.060. Adjustment of Fees.rdl. docx||$

Ordinance Amending Section 15.82.060 Adjustment of Fees.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Ordinances d.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 8/23/2023

WARD: Ward 4

SUBJECT: Zone Change No. 22-0451 on 0.37 acres located at 7321 Rosedale

Highway. The applicant and property owner is Francisco Macedo.

1. Resolution approving Negative Declaration.

 First reading of ordinance amending Bakersfield Municipal Code Section 17.06.020 by changing the official zoning map from A (Agriculture) to M-2 (General Manufacturing) to facilitate

consistency with the existing General Plan designation.

STAFF RECOMMENDATION:

Staff and the Planning Commission recommend adoption of the resolution and first reading of the ordinance.

BACKGROUND:

The project is a request for an amendment to Bakersfield's official zoning map on 0.37 acres located at 7321 Rosedale Highway. The specific request is to change the zoning classification from A (Agriculture) to M-2 (General Manufacturing) to facilitate consistency with the existing General Plan designation of SI (Service Industrial).

The property was pre-zoned A (Agriculture) in 1998, so upon annexation in 2021, the project site contained the Agriculture zoning classification which conflicts with the Service Industrial designation. Government Code Section 65860 requires a city's zoning ordinance to be consistent with the general plan. When a zoning ordinance becomes inconsistent due to a general plan amendment, the city must enact a consistent zoning ordinance within a "reasonable time." In this case, it appears the pre-zoning in 1998 was cause for the inconsistency. The proposed zone change to M-2 (General Manufacturing) would be appropriate with surrounding zoning and bring consistency with the existing land use designation.

The applicant states the existing 776 square foot building on the site will be utilized for a use consistent with the zoning. No new development or expansion is proposed. Nonetheless, the Bakersfield Municipal Code (Section 17.08.060) states that no construction of any improvements which require a building permit or renovation of improvements shall be permitted

without first obtaining site plan approval. Therefore, the applicant will be required to complete the formal Site Plan Review process prior to issuance of any permits. This will ensure the project site complies with current City standards and policies (e.g., setbacks, landscaping, solid waste collection, pavement condition, masonry walls, etc.,) as part of the development.

ENVIRONMENTAL REVIEW AND PUBLIC NOTIFICATION:

California Environmental Quality Act. Based upon an initial study, Staff has determined that the proposed project would not have a significant effect on the environment. Therefore, a Negative Declaration (ND) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). The ND was circulated for a 30-day public and agency review period from June 1, 2023, to July 3, 2023. No public written comments have been received as a result of the ND circulation.

Public Notification. Notice of public hearing before the Planning Commission of the City of Bakersfield for the project was advertised in the newspaper and posted on the bulletin board of the Bakersfield City Planning Division. All property owners within 300 feet of the project site were notified about the hearing. The applicant has also provided proof that a sign giving public notice of the proposed zone change was posted on the property 20 to 60 days prior to the public hearing before the Planning Commission. No written public comments have been received.

PLANNING COMMISSION ACTION:

This project was considered by the Planning Commission on July 20, 2023. No individuals or agencies were present at the hearing that opposed the request. No written comment was received. The project was considered as a consent public hearing and by a vote of 6 - 0 with Commissioner Neal absent, the Commission unanimously voted to approve the project and recommended the same to City Council. The Planning Commission's findings are contained in Resolution Nos. 55-23 and 59-23.

CONCLUSIONS:

Consistency with General Plan and Zoning Ordinance. The proposal is consistent with land use goals and policies as contained in the General Plan. Any future development will comply with all applicable regulations, design standards, and Zoning Ordinance requirements.

Overall Recommendation. The project has been found to be consistent with General Plan policies and City Zoning Ordinance requirements. Therefore, City staff and the Planning Commission recommend that the City Council adopt the Negative Declaration and approve Zone Change No. 22-0451.

ATTACHMENTS:

	Description	Туре
D	CC Resolution - ND	Resolution
D	CC Ordinance - ZC	Ordinance
D	Map Set	Backup Material
D	ND	Backup Material
D	PC Staff Report	Backup Material
D	PC Res 59-23 (ND)	Backup Material

RESOLUTION NO.

RESOLUTION OF THE BAKERSFIELD CITY COUNCIL ADOPTING A NEGATIVE DECLARATION FOR AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED AT 7321 ROSEDALE HIGHWAY. (ZC NO. 22-0451).

WHEREAS, Francisco A Macedo, filed an application with the City of Bakersfield Development Services Department to change the zone district from A (Agriculture) to M-2 (General Manufacturing) on 0.37 acres located at 7321 Rosedale Highway, shown in attached Exhibit "B", (the "Project"); and

WHEREAS, on July 20, 2023, the Planning Commission recommended adoption of a Negative Declaration for the Project; and

WHEREAS, the Clerk of the City Council set Wednesday, August 23 at 5:15 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place before the City Council to consider the proposed Negative Declaration; and

WHEREAS, during the hearing, the City Council considered all facts, testimony, and evidence concerning the staff report, Negative Declaration and the Planning Commission's deliberation, and action.

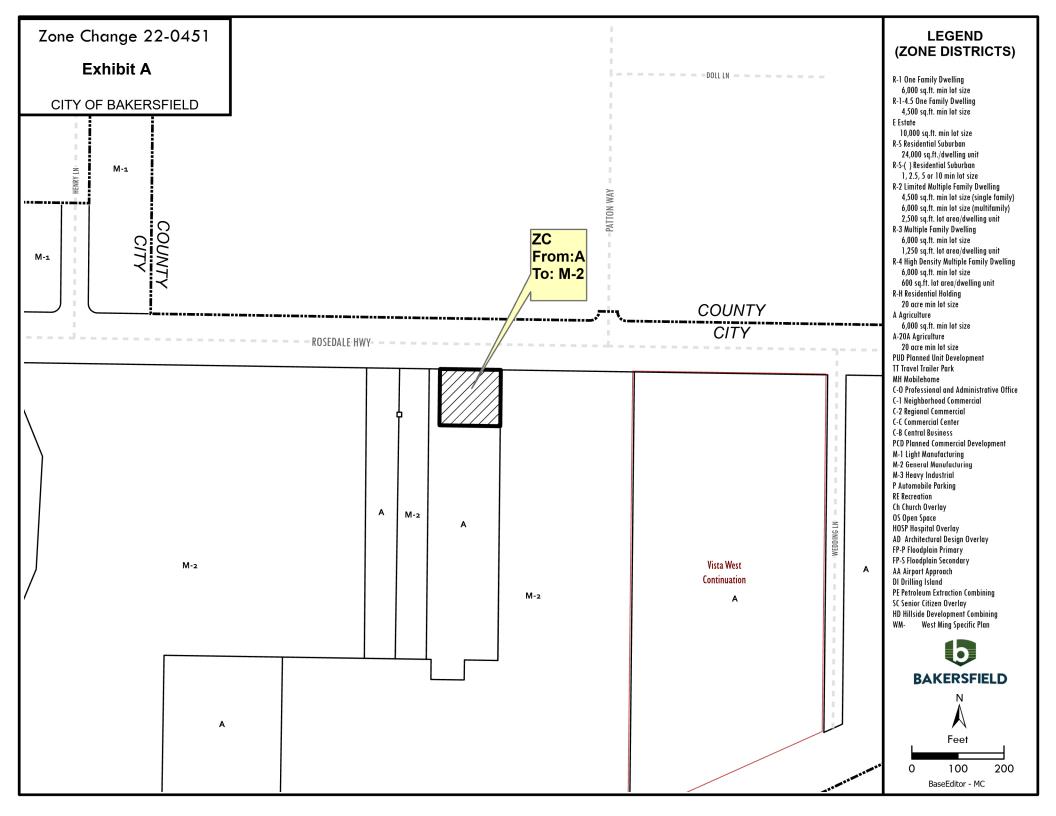
NOW, THEREFORE, BE IT RESOLVED by the Bakersfield City Council as follows:

- 1. The above recitals, incorporated herein, are true and correct.
- 2. The Planning Commission's findings as contained in its Resolution No. 59-23 are hereby adopted.
- 3. The Negative Declaration for the Project is hereby adopted for the Project located on the map as shown in Exhibit A, which is incorporated herein.



	ncil of the Cit	FY that the foregoing Resolution was passed and adopted, by of Bakersfield at a regular meeting thereof held on by the following vote:
NOES: COUNCILMEMBER: ABSTAIN: COUNCILMEMBER:		ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
		JULIE DRIMAKIS, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED:	:	
By KARE Mayor	N GOH	
	AS TO FORM: ENNARO, CITY	ATTORNEY
	A GALLARDO-KI ity Attorney	NG
Exhibits: A	Location Map	

By: NTopete $\$ S:\15 Zone Change\01 Active\2022\22-0451 (7321 Rosedale)\1. Hearing and Noticing Documents\CC & PC\CC\1st Reading



ORDINANCE NO.	OR	DI	NA	NC	EN	10		
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AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED 7321 ROSEDALE HIGHWAY (ZC NO. 22-0451).

WHEREAS, Francisco A Macedo filed an application with the City of Bakersfield Development Services Department requesting to change the zone district from A (Agriculture) to M-2 (General Manufacturing) on 0.37 acres located at 7321 Rosedale Highway, as shown in attached Exhibit "A," (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on July 20,2023, and approved Resolution Nos. 55-23 and 59-23, which recommended that the City Council approve the Project; and

WHEREAS, the City Council has adopted a Negative Declaration for the Project; and

WHEREAS, the City Council considered all facts, testimony, and evidence concerning the Project, including the staff report, Negative Declaration 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 Nos. 55-23 and 59-23 are hereby adopted.
- 3. The project is hereby approved subject to the Conditions of Approval in Exhibit "A" which is incorporated herein.
- 4. The Project is hereby approved 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 C, 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.

,		that the foregoing Ordinance was passed and adopted, akersfield at a regular meeting thereof held on August 23,
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER_COUNCILMEMBER_	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
		JULIE DRIMAKIS, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED:		
KARE Mayo	N GOH or	
APPROVED A	as to form:	
VIRGINIA GE	ENNARO, CITY ATTO	DRNEY
VIRIDIAN	A GALLARDO-KINO	-

-----000------

By: Ntopete\S:\15_Zone Change\01_Active\2022\22-0451 (7321 Rosedale)\1. Hearing and Noticing Documents\CC & PC\CC\1st Reading\ZC 22-0451 CC ZC Ordinance

Conditions of Approval Zone Change Map

Legal Description

Exhibits:

С

EXHIBIT A CONDITIONS OF APPROVAL ZONE CHANGE 22-0451

CITY ATTORNEY

1. In consideration by the City of Bakersfield for land use entitlements, including but not limited to related environmental approvals related to or arising from this project, the applicant, and/or property owner and/or subdivider ("Applicant" herein) agrees to indemnify, defend, and hold harmless the City of Bakersfield, its officers, agents, employees, departments, commissioners and boards ("City" herein) 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, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions whether imposed by the City, or not, except for CITY's sole active negligence or willful misconduct.

This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

The City will promptly notify Applicant of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the Applicant and the City is not obligated to use any law firm or attorney chosen by another entity or party.

PUBLIC WORKS

- 1. Prior to the City's approval of any construction plans associated with any development project, subdivision, or minor land division within the Zone Change (ZC) area, the developer must submit the following for review and approval by the City Engineer:
 - a. Fully executed dedication for Rosedale Hwy to arterial standards for the full frontage of the ZC area, unless otherwise approved by the City Engineer. Dedications must include sufficient widths for expanded intersections and additional areas for landscaping as directed by the City Engineer.
 - b. Comprehensive drainage study of the ZC area is to be submitted for approval by the City of Bakersfield Public Works Department Subdivision section. The drainage for the ZC area is to be retained onsite and shall be privately maintained.
- 2. Prior to the recording of any final map or issuance of any certificates of occupancy for development within the ZC area, whichever is earlier, the developer must (a) construct all infrastructure, both public and private, within the boundary of the ZC area, including, but not limited to, any and all boundary streets to the centerline of the street as required by the City Engineer and (b) construct, and acquire any necessary right-of-way to construct, any off-site infrastructure required to support development of the ZC as determined by the City

Exhibit "A"

Zone Change 22-0451

Page 2 of 2

Engineer. Phasing of the construction of the required infrastructure may be allowed by the City Engineer. Per City Council Resolution 035-13, any development within the ZC area must comply with the City's "complete streets" policy.

- 3. Prior to the City's approval of any construction plans associated with any development project, subdivision, or minor land division within the ZC area, the developer must take all actions necessary to add the ZC area to the Consolidated Maintenance District ("CMD") and pay all fees for inclusion in the CMD or, if the development is already within the CMD, update the maintenance district documents as provided in Bakersfield Municipal Code section 13.04.021 or as otherwise required by the City Engineer.
- 4. Install traffic signal interconnect conduit and pull rope for the frontage in all arterials and collectors.
- 5. Prior to the City's issuance of any building permits for construction within the ZC area, or an earlier time established through conditions of a subsequent City-approved subsequent development project, subdivision, or minor land division within the ZC area, the developer must pay all development fees for the ZC area including, but not limited to, the adopted regional traffic impact fee, local mitigation fees, any major bridge and thoroughfare district fees, and any planned sewer and drainage area fees.

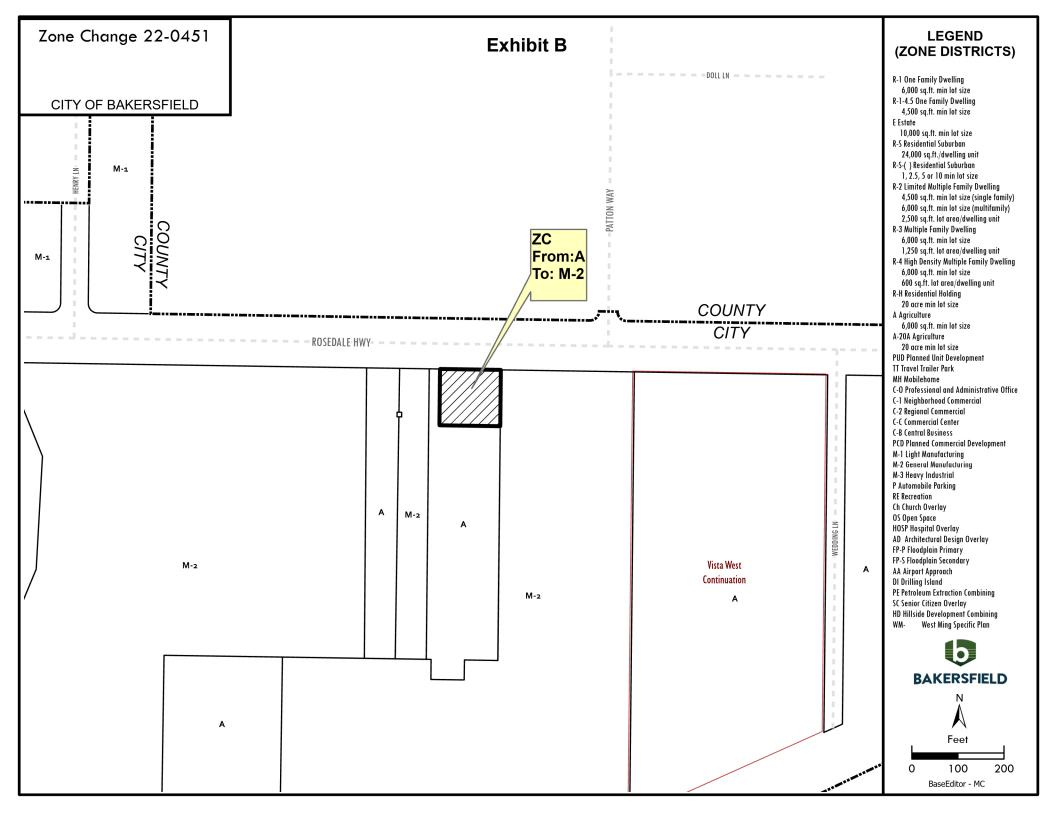


Exhibit C

Legal Description

BEING THE NORTH 152 FEET OF THE EAST 132 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

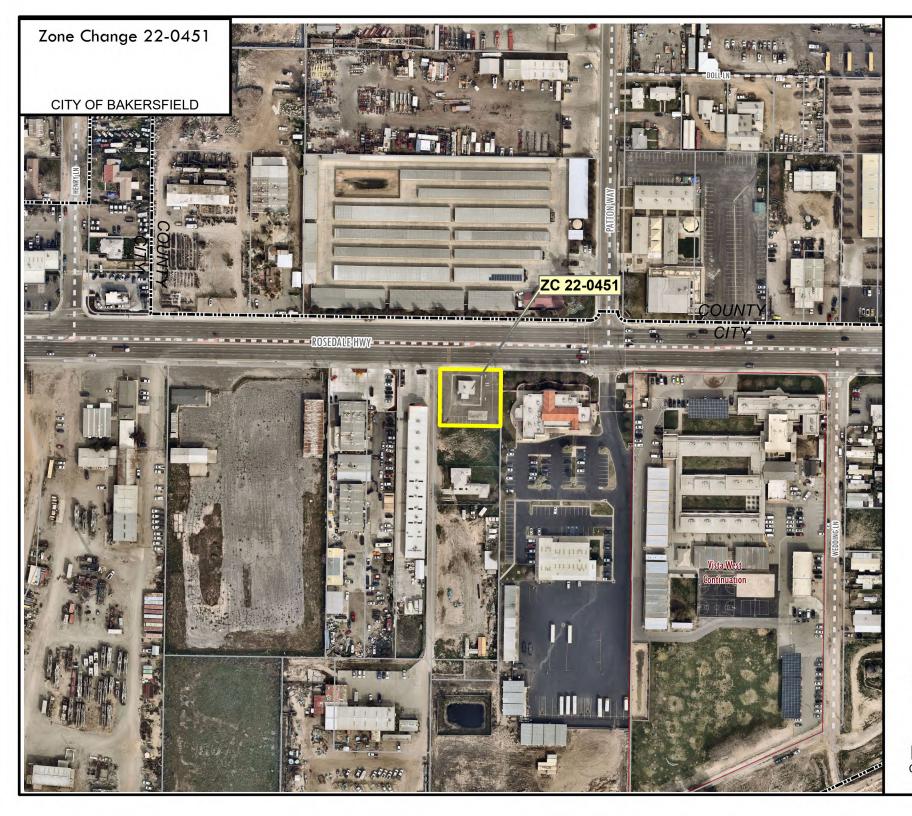
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 229.3 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; RUNNING THENCE WEST ALONG SAID NORTH LINE, THENCE SOUTH 0 DEGREES 14' WEST. 660.82 FEET, THENCE EAST, AT RIGHT ANGLES, 144.86 FEET; THENCE NORTH 0 DEGREES 14' EAST, 660.82 FEET TO THE POINT OF BEGINNING.

Wiley D. Hughes

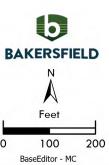
Date.

STATE OF C





AERIAL









NEGATIVE DECLARATION

The City of Bakersfield Development Services Department has completed an initial study (attached) of the possible environmental effects of the following-described project and has determined that a Negative Declaration is appropriate. It has been found that the proposed project, as described and proposed to be mitigated (if required), will not have a significant effect on the environment. This determination has been made according to the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Bakersfield's CEQA Implementation Procedures.

PROJECT NO. (or Title): Zone Change No. 22-0451

COMMENT PERIOD BEGINS: June 1, 2023

COMMENT PERIOD ENDS: July 3, 2023

INITIAL STUDY ENVIRONMENTAL ANALYSIS

1. **Project** (Title & No.): Zone Change No. 22-0451

2. Lead Agency (name and address): City of Bakersfield

Development Services Department

1715 Chester Avenue Bakersfield, California 93301

3. Contact Person (name, title, phone): Noeli Topete, Associate Planner I

(661) 326-3165

4. Project Location: 7321 Rosedale Highway, Bakersfield CA 93308

(Assessor's Parcel Number: 368-060-20)

5. Applicant (name and address): Francisco A Macedo

3526 Cathedral Rose Avenue

Bakersfield, CA 93313

6. General Plan Designation: SI (Service Industrial)

7. Zoning: A (Agriculture)

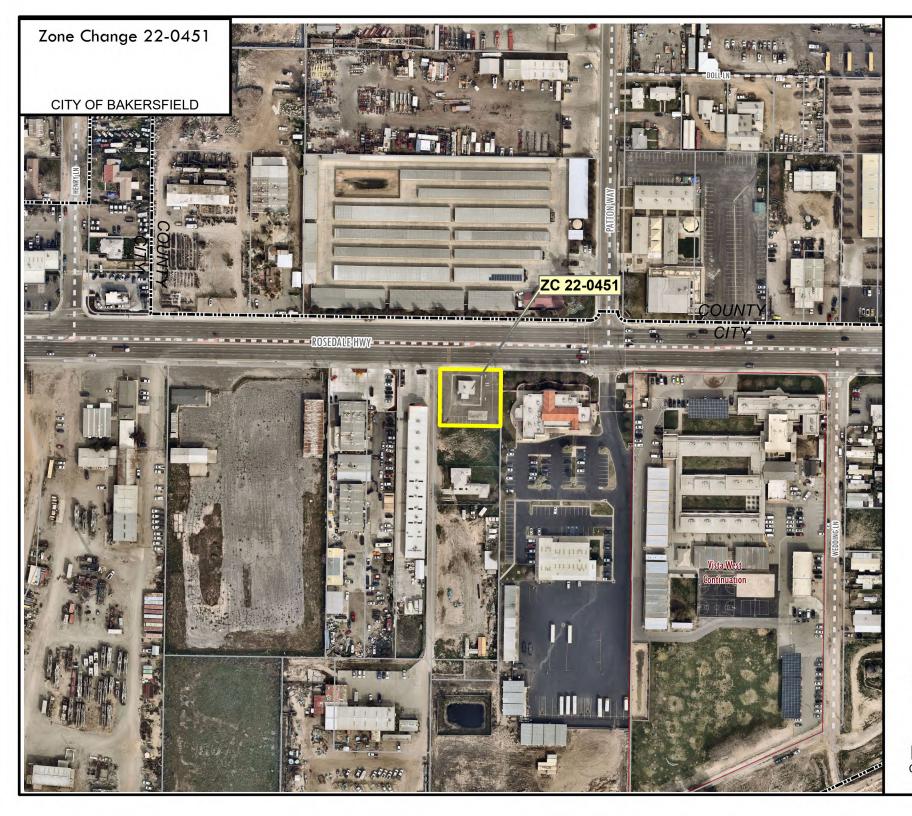
8. Description of Project (describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

Francisco A Macedo (property owner, applicant), is proposing a Zone Change on 16,104 square feet located on the south side of Rosedale Highway, approximately 735 feet west of Wedding Lane from an A (Agriculture) to M-2 (General Manufacturing) zone district, or a more restrictive district.

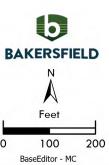
9. Environmental setting (briefly describe the existing onsite conditions and surrounding land uses):

The project site is located in an urban area of west Bakersfield. The project site consists of a 776 square foot building and a paved lot with driveway access along Rosedale Highway. Surrounding land uses in all directions consists of SI (Service Industrial). Adjacent properties include a furniture store to the west, Fruitvale School District Office to the east, residential property to the south, and an arterial roadway to the north. The nearest school is Vista West High School located 0.07 mile east of the site.

- **10. Other public agencies whose approval is anticipated to be required** (e.g., permits, financing approval or participation agreement):
 - City of Bakersfield –Negative Declaration consideration and adoption
 - Kern County Environmental Health Onsite Wastewater Treatment Systems Permit



AERIAL







ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

As indicated by the checklist on the following pages, the project would result in potentially significant

impacts with respect to the environmental factors checked below (Impacts reduced to a less than significant level through the incorporation of mitigation are not considered potentially significant.): ☐ Aesthetics ☐ Agricultural Resources ☐ Air Quality ☐ Biological Resources ☐ Cultural Resources ☐ Energy ☐ Geology / Soils ☐ Greenhouse Gas Emissions ☐ Hazards & Hazardous Materials ☐ Hydrology / Water Quality ☐ Land Use / Planning ☐ Mineral Resource ☐ Population / Housing ☐ Public Services ☐ Recreation ☐ Noise ☐ Transportation / Traffic ☐ Utilities / Service Systems ☐ Wildfire ☐ Mandatory Findings of Significance **ENVIRONMENTAL DETERMINATION:** On the basis of this initial evaluation: I find that the proposed project **could** not have a significant effect on the environment, and a negative declaration will be prepared. I find that although the proposed project **could** have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A mitigated negative declaration will be prepared. I find that the proposed project may have a significant effect on the environment, and an environmental impact report is required. П I find that the proposed project **may** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect has been (1) adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An environmental impact report is required, but it must analyze only the effects that remain to be addressed. I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects have been (1) analyzed adequately in an earlier environmental impact report or negative declaration pursuant to applicable legal standards, and (2) avoided or mitigated pursuant to that earlier environmental impact report or negative <u>declaration</u>, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. Signature Date Noeli Topete, Associate Planner I Printed name

EVALUATION OF ENVIRONMENTAL IMPACTS:

- A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significant.

Envir	onmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impaci
I. AESTH	ETICS: Would the project;				
a)	Have a substantial adverse effect on a scenic vista?				
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a state scenic highway?		П		
c)	In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced	_	_	_	_
d)	from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? Create a new source of substantial light or glare which would adversely affect day or				•
u,	nighttime views in the area?				
II. AGRIC	CULTURE RESOURCES:				
lead Mod asses resou to int the s Fores	etermining whether impacts to agricultural resources are significant environmental effects, agencies may refer to the California Agricultural Land Evaluation and Site Assessment el (1997) prepared by the California Dept. of Conservation as an optional model to use in ssing impacts on agriculture and farmland. In determining whether impacts to forest urces, including timberland, are significant environmental effects, lead agencies may refer formation compiled by the California Department of Forestry and Fire Protection regarding tate's inventory of forest land, including the Forest and Range Assessment Project and the st Legacy Assessment project; and forest carbon measurement methodology provided in st Protocols adopted by the California Air Resources Board. Would the project;				
a)	Convert prime farmland, unique farmland, or farmland of statewide importance (farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?		П		
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	_	_	_	_
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined by Public Resources Code section 4526) or timberland zoned Timberland Production (as defined by Government				_
d)	Code section 51104(g))? Result in the loss of forestland or conversion of forest land to non-forest?				
,					
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use?				•
III. AIR G	QUALITY:				
distri	re available, the significance criteria established by the applicable air quality management ct or air pollution control district may be relied upon to make the following determinations. Id the project;				
a) b)	Conflict with or obstruct implementation of the applicable air quality plan? Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality the detail of including the project region is non-attainment under an applicable federal or state ambient air quality.				•
	standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
c)	Expose sensitive receptors to substantial pollutant concentrations?				
d)	Create objectionable odors affecting a substantial number of people?				
IV. BIOL	OGICAL RESOURCES: Would the project;				
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S.				
b)	Fish and Wildlife Service? Have a substantial adverse effect on any riparian habitat or other sensitive natural				
D)	community identified in local or regional plans, policies, regulations or by the California		П		_
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.)				_
c)	Department of Fish and Wildlife or US Fish and Wildlife Service? Have a substantial adverse effect on federally protected wetlands as defined by Section				•

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
through direct removal, filling, hydrological interruption, or other means? d) Interfere substantially with the movement of any native resident or migratory fish or wildli species or with an established native resident or migratory wildlife corridors, or impede the	ife			
use of native wildlife nursery sites? e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?				-
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Communi Conservation Plan, or other approved local, regional, or state habitat conservation plan	ity			•
V. CULTURAL RESOURCES: Would the project;				
 a) Cause a substantial adverse change in the significance of a historical resource as define in §15064.5? 	ed 🔲			•
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	ce			
c) Disturb any human remains, including those interred outside of formal cemeteries?				
VI. ENERGY: Would the project:				
 Result in potentially significant environmental impact due to wasteful, inefficient, unnecessary consumption of energy resources, during project construction or operations 				
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				
VII. GEOLOGY AND SOILS: Would the project; a) Expose people or structures to potential substantial adverse effects, including the risk loss, injury, or death involving:	of			
 Rupture of a known earthquake fault, as delineated on the most recent Alquist-Price Earthquake Fault Zoning Map issued by the State Geologist for the area or based of other substantial evidence of a known fault? (refer to Division of Mines & Geologist Special Publication No.42) 	on		•	
ii. Strong seismic ground shaking?			•	
iii. Seismic-related ground failure, including liquefaction?				
iv. Landslides?				
b) Result in substantial soil erosion or the loss of topsoil?				
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as result of the project, and potentially result in on- or off-site landslide, lateral spreadin subsidence, liquefaction or collapse?	ng,		•	
d) Be located on expansive soil, as defined in the city's most recently adopted Unifor Building Code, creating substantial risks to life or property?				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative was water disposal systems where sewers are not available for the disposal of waste water?				
f) Directly or indirectly destroy a unique paleontological resource or site or unique geolog feature?				
VIII. GREENHOUSE GAS EMISSIONS: Would the project; a) Generate greenhouse gas emissions, either directly or indirectly, that may have	G			
significant impact on the environment?				
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?				
IX. HAZARDS AND HAZARDOUS MATERIALS: Would the project;				
a) Create a significant hazard to the public or the environment through the routine transpouse, or disposal of hazardous materials?			•	
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materiant into the environment?			•	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substance or waste within one-quarter mile of an existing or proposed school?	es,			
d) Be located on a site which is included on a list of hazardous materials sites compile pursuant to Government Code Section 65962.5 and, as a result, would it create				

Envi	ronmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
,	significant hazard to the public or the environment?				
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
g)	Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?				•
X. HYD (a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? Substantially decrease groundwater supplies or interfere substantially with groundwater				•
,	recharge such that the project may impede sustainable groundwater management of the basin?				
C)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
	i. Result in a substantial erosion or siltation on- or off-site?				
	ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?				
	iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				
	iv. Impede or redirect flood flows?				
d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				
e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				
XI. LANI	DUSE AND PLANNING: Would the project;				
a) b)	Physically divide an established community? Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or				
	mitigating an environmental effect?				
XII. MIN	ERAL RESOURCES: Would the project;				
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				
b)	Result in the loss of availability of a locally-important mineral resource recovery site that is delineated in a local general plan, specific plan or other land use plan?				
XIII. NO	ISE: Would the project result in;				
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			•	
b)	Generation of excessive groundborne vibration or groundborne noise levels?				
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				•
XIV. PO	PULATION AND HOUSING: Would the project;				
a)	Induce substantial population growth in an area, either directly (e.g., by proposing new homes & businesses) or indirectly (e.g., through extension of roads or other infrastructure)?			•	
b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				

Envir	onmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impac
XV. PUBL	IC SERVICES:				
a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services;				
	i. Fire protection?				
II.	i. Police protection?				
iii	i. Schools?				
iv	r. Parks?				
٧	7. Other public facilities?				
XVI. REC	REATION: Would the project:				
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				•
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
XVII. TRA	NSPORTATION/TRAFFIC: Would the project;				
a) b)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			•	
c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or				
d)	dangerous intersections) or incompatible uses (e.g., farm equipment)? Result in inadequate emergency access?				
u _j	Result in induced and a cineral access?				
significar a site, fe scope c	BAL CULTURAL RESOURCES: Would the project cause a substantial adverse change in the nace of a tribal cultural resource, defined in Public Resources Code Section 21074 as either ature, place, cultural landscape that is geographically defined in the terms of the size and of the landscape, sacred place, or object with cultural value to a California Native in tribe, and that is;				
,	Listed of eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5021.1. In applying the criteria set forth in subdivision (c) of Public Resources Code 5024.1, the lead agency shall consider the significance of the resource to				•
	a California Native American tribe?				
XIX. UTILI	ITIES AND SERVICE SYSTEMS: Would the project;				
a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental				_
b)	effects? Have sufficient water supplies available to serve the project and reasonably foreseeable				_
c)	future development during normal, dry and multiple dry years? Result in a determination by the waste water treatment provider, which serves or may	Ц	Ш		
	serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
d)	Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				

Envir	onmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
f)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				•
	DFIRES: If located in or near state responsibility areas or lands classified as very high fire severity zones, would the project:				
a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?				
b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				•
c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				
d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? NDATORY FINDINGS OF SIGNIFICANCE:				
a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				П
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			_	
C.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			-	

EVALUATION OF ENVIRONMENTAL EFFECTS

I. AESTHETICS

- a. **No Impact.** The project does not conflict with any applicable vista protection standards, scenic resource protection requirements or design criteria of Federal, State or Local Agencies, and is consistent with the City of Bakersfield Zoning and Metropolitan Bakersfield General Plan (MBGP) designations for the project area. The project site is located within an area having slopes from 0 5 %. The project site and surrounding area is not regarded or designated within the MBGP as visually important or scenic (City of Bakersfield, 2002). There is no scenic vista that will be impacted by construction of this project. Therefore, the project would result in no impact related to a scenic vista.
- b. **No Impact.** The project does not include the removal of trees, the destruction of rock outcroppings or degradation of any historic building. The project is not adjacent to a state highway which is designated as "scenic". The closest state highway eligible for designation is State Route (SR) 14 located approximately 55 miles southeast from the project site (California Department of Transportation, 2019). Therefore, the project would result in no impact related to scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a state scenic highway.
- c. **No Impact.** The project is located within the City of Bakersfield limits, is contiguous with existing and developed land uses, and is located within an urban environment. There are no local vista protection standards, scenic resource protection requirements, or design criteria that are applicable to the project. Additionally, the area is not regarded or designated within the MBGP

- as being visually important or designated "scenic." Therefore, the project would result in no impact on zoning and other regulations governing scenic quality in urbanized areas.
- d. Less Than Significant Impact. This project involves incremental growth of urban development within the City of Bakersfield's jurisdiction. Light from this development will not substantially affect views in this area either at night or daytime and will not produce substantial glare. City of Bakersfield development standards including Title 17 (zoning ordinance), Title 15 (buildings and construction), and California Code of Regulations Title 24 require the project comply with current lighting, and signage standards that minimize unwanted light or glare trespass to neighboring properties. Therefore, the project would result in a less than significant impact related to light and glare.

II. AGRICULTURE RESOURCES

- a. No Impact. The project site is zoned A (Agriculture); the project site consists of existing structures and paving. It is not currently being farmed. According to the California Department of Conservation, the project site is designated as Urban and Built-Up Land (California Department of Conservation, 2022). The project would not include the conversion of 100 acres or more of the farmlands designated prime, unique or of statewide significance to nonagricultural uses. Therefore, the project would result in no impact related to the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use.
- b. **No Impact.** The project site is not under a Williamson Act contract (or in an area where agricultural uses are located). The project site has a land use designation of SI (Service Industrial) by the MBGP and zoned A (Agriculture) by the City of Bakersfield Zoning Ordinance. The project applicant is requesting approval of M-2 (General Manufacturing) zone. Therefore, the project would result in no impact on agricultural zoning or Williamson Act Land Use Contracts.
- c. **No Impact.** As discussed in response II.b, the project site is currently zoned for agricultural uses. No forestlands exist on the project site. Accordingly, the proposed project would not conflict with existing zoning for or cause the rezoning of forestland, timberland, or timberland zoned Timberland Production. Therefore, the project would result in no impacts related to forestland.
- d. **No Impact.** Please refer to response II.c.
- e. **No Impact.** Please refer to responses II.a through II.d. This project is in an area designated for urban development by the MBGP. The project itself is typical of the development found in Metropolitan Bakersfield. Therefore, the project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use.

III. AIR QUALITY

a. No Impact. The project is located within the San Joaquin Valley Air Pollution Control District (SJVAPCD) jurisdiction, in the San Joaquin Valley Air Basin (SJVAB). The SJVAPCD encourages local jurisdictions to design all developments in ways that reduce air pollution from vehicles, which is the largest single category of air pollution in the San Joaquin Valley. The Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) lists various land uses and design strategies that reduce air quality impacts of new development (SJVACPD, 2015). Local ordinance and general plan requirements related to landscaping, sidewalks, street improvements, level of traffic service, energy efficient heating and cooling building code requirements, and location of commercial development in proximity to residential development is consistent with these listed strategies. Regulation and policy that will result in the compliance with air quality strategies for new residential and commercial developments include, but are not limited to, Title 24 efficiency standards, Title 20 appliance energy efficiency standards, 2005 building energy efficiency standards, Assembly Bill (AB) 1493 motor vehicle standards, and compliance with the MBGP Air Quality Conservation Element as well as the SJVAPCD Air Quality guidelines and rules. The project would comply with local Air Pollution Control District permit

requirements. Therefore, the project would result in no impact related to the obstruction of an air quality plan.

b. Less Than Significant Impact. The SJVAB is classified by the state as being in severe nonattainment for the state 1-hour ozone standard as well as in nonattainment for the state particulate matter less than 10 microns (PM10), particulate matter less than 2.5 microns (PM2.5), and 8-hour ozone. The SJVAB is also classified as being in extreme nonattainment for the federal 8-hour ozone standard, nonattainment for the federal PM2.5 standard, and attainment/maintenance for the federal carbon monoxide (CO) and PM10 standards (SJVACPD, n.d.). As shown in the following table, the SJVAPCD has established specific criteria pollutants thresholds of significance for the operation of specific projects.

SJVAPCD Significance Thresholds for Criteria Pollutants				
Air Pollutant	Tons/Year			
CO	100			
Reactive Organic Gas (ROG)	10			
Nitrogen Oxides (NO _x)	10			
Sulfur Oxides (SO _X)	27			
PM ₁₀	15			
PM _{2.5}	15			

Source: (SJVACPD, 2015)

The proposed project would be in compliance with the significance thresholds for ROG (10 tons/year), NO_X (10 tons/year), and PM₁₀ (15 tons/year). Under GAMAQI guidelines, any proposed project that would have individually significant air quality impacts would also be considered to have significant cumulative air quality impacts. Impacts of local pollutants are cumulatively significant when the combined emissions from the project and other planned projects will exceed air quality standards. The project would not increase any criteria pollutant beyond the level of significance as defined by the SJVAPCD. The project would not result in any individual significant adverse air quality related effects. Therefore, the project would result in a less than significant impact on a cumulatively considerable net increase of criteria pollutants.

- c. Less Than Significant Impact. Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved that expose sensitive receptors to sustained exposure to any pollutants present. Examples of the types of land use that are sensitive receptors include retirement facilities, hospitals, and schools. The most sensitive portions of the population are children, the elderly, the acutely ill, and the chronically ill, especially those with cardiorespiratory diseases. The closest sensitive receptors to the project site include Vista West High School located 0.07 mile east of the site. Based on the Small Project Analysis Levels screening tool, the project would not significantly expose sensitive receptors to substantial pollutant concentrations (SJVAPCD, 2020). Therefore, the project would result in a less than significant impact on sensitive receptors.
- d. **No Impact.** The land use proposed for this project does not have the potential to create objectionable odors. This project is not included on the list of land uses generally regarded to have site odor problems per Table 6 of the GAMAQI (SJVACPD, 2015). Therefore, the project would result in no impact related to odors affecting a substantial number of people.

IV. BIOLOGICAL RESOURCES

- a. **No Impact.** The project site is developed and paved. In addition, the project is located within an urban area. Thus, there is no suitable habitat for special-status species and is no potential for special-status species to be present within the project site. Therefore, the project would result in no impact on special status species.
- b. **No Impact.** There is no riparian habitat or other sensitive natural communities located at the site. This project is also not located within, or adjacent to, the Kern River riparian habitat area.

Therefore, the project would result in no impacts on any riparian habitat or other sensitive natural community.

- c. **No Impact.** There are no wetlands, as defined by Section 404 of the federal Clean Water Act, located at the project site, and no features identified as wetlands categories are found in the National Wetlands Inventory within the project site (Unites States Fish and Wildlife Service, 2021). Therefore, the project would result in no impacts on federally protected wetlands.
- d. **No Impact.** The project site is developed and does not have suitable habitat for nursery sites. The project site is not within an essential habitat connectivity area (CDFW, 2010). In addition, according to the Metropolitan Bakersfield Habitat Conservation Plan (MHCP) the project site is not within a wildlife corridor. Therefore, the project would result in no impacts on migratory wildlife corridors or nursery sites.
- e. **No Impact.** The project site does not include biological resources that are protected by local policies. Therefore, the project would result in no impact on any local policies or ordinances protecting biological resources.
- f. **No Impact.** Please refer to response IV.e. The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, the project would result in no impact on an adopted Habitat Conservation Plan.

V. CULTURAL RESOURCES

- a. **No Impact.** According to the Historic Buildings and Sites in Bakersfield Map, the project site does not include a historic building or site. Therefore, the project would result in no impact on a historical resource.
- b. **No Impact.** According to the Environmental Impact Report prepared for the MCGP, the majority of archeological sites within the city lie outside of urban development areas. The project site is paved, and its soil has been disturbed previously. The applicant intends to use the existing building during operation of the project and earth-moving activities would not be required. Therefore, the project would result in no impact on an archeological resource.
- c. **No Impact.** The project site is developed and is not within or adjacent to a former cemetery. As discussed in V.b above, the project would not require any ground disturbance. Therefore, the project would result in no impact related to disturbing human remains.

VI <u>ENERGY</u>

- a. Less Than Significant Impact. The applicant intends to use the existing building and no construction is proposed. The existing building would require the permanent use of energy to operate. The project would comply with modern building standards, including California Code of Regulations Title 24, which outlines energy efficiency standards for new commercial buildings to ensure that they do not wastefully, inefficiently, or unnecessarily consume energy. Therefore, the project would result in a less than significant impact on energy resources.
- b. Less Than Significant Impact. There is no adopted plan by the City of Bakersfield for renewable energy or energy efficiency. As mentioned above, the project would comply with California Code of Regulations Title 24. Additionally, the City encourages applicants and developers to go beyond the required standards and make their developments even more efficient through programs such as LEED, or Leadership in Energy and Environmental Design, which is a green building rating system that provides a framework to create healthy, highly efficient, and cost-saving green buildings. Other encouraged programs available to applicants and developers are Title 20 appliance energy efficiency standards and 2005 building energy efficiency standards. Therefore, the project would result in a less than significant impact on a state or local plan for renewable energy or energy efficiency.

VII. GEOLOGY AND SOILS

a.i Less Than Significant Impact. Bakersfield and the San Joaquin Valley are within a seismically active area. According to the Metropolitan Bakersfield General Plan, major active fault systems border the southern portion of the San Joaquin Valley. Among these major active fault systems include the San Andreas, Breckenridge-Kern County, Garlock, Pond Poso, and White Wolf faults. There are numerous additional smaller faults suspected of occurring within the Bakersfield area which may or may not be active. The active faults have a maximum credible Richter magnitude that ranges from 6.0 (Breckenridge -Kern Canyon) to 8.3 (San Andreas). Potential seismic hazards in the planning area involve strong ground shaking, fault rupture, liquefaction, and landslides.

The applicant intends to use the existing building during the operation of the project. Structures are required by state law and City ordinance to be constructed in accordance with the Uniform Building Code (seismic zone 4, which has the most stringent seismic construction requirements in the United States), and to adhere to all modern earthquake construction standards, including those relating to soil characteristics. Thus, the project would not increase the risk of seismic hazards. Therefore, the project would result in a less than significant impact related to a known earthquake fault.

- a.ii Less Than Significant Impact. Please refer to response VII.a.i.
- a.iii Less Than Significant Impact. Please refer to response VII.a.i. Liquefaction potential is a combination of unconsolidated soil type and high ground water combined with high potential seismic activity. This project site does not demonstrate the three attributes necessary to have a potentially significant impact (USDA, 2022). Therefore, the project would result in a less than significant impact on seismic-related ground failure, including liquefaction.
- a.iv **No Impact.** In Kern County, the common types of landslides induced by earthquake occur on steeper slopes found in the foothills and along the Kern River Canyon; in these areas, landslides are generally associated with bluff and stream bank failure, rockslide, and slope slip on steep slopes (City of Bakersfield, 2001). The project site is generally flat, there are no such geologic features located at the project site, and the site is not located near the Kern River Canyon. Therefore, the project would result in no impact on related to landslides.
- b. Less Than Significant Impact. The project site is underlain by Granoso loamy sand, 0 to 2 percent slopes. This soil type has a low-to-moderate susceptibility to erosion. Due to the characteristics of the on-site soil type and the relatively flat terrain, implementation of the project will not result in significant erosion, displacement of soils or soil expansion problems. Therefore, the project would result in a less than significant impact related to erosion.
- c. Less Than Significant Impact. Please refer to response VII.a.i through VII.a.iv.
- d. **Less Than Significant Impact**. Soils within the project site have a low shrink-swell potential (USDA, 2022). Therefore, the project would result in a less than significant impact related to expansive soils.
- e. **No Impact.** The project site contains a septic tank. The distance to the nearest sewer is approximately 1290 feet west from the project site. Per the Bakersfield Municipal Code Section 15.09.070, the site would not be required to connect to the City's Sewer system since the closest sewer is located more than one thousand feet from the nearest property line. In addition, the City requires that all permitted septic systems meet the requirements of the adopted Kern County Onsite Wastewater Local Area Management Plan and obtain a separate permit from Kern County Environmental Health. Therefore, the project would result in a no impact related to septic tanks.
- f. **No Impact.** According to the Environmental Impact Report prepared for the MCGP, the city has a very low potential to contain paleontological resources. In addition, as discussed in V.b.

above, the project would not require any ground disturbance. Therefore, the project would result in no impact on unique paleontological resources, sites or unique geologic features.

VIII. GREENHOUSE GAS EMISSIONS

a. Less Than Significant Impact. The project would generate an incremental contribution and, when combined with the cumulative increase of all other sources of greenhouse gases (GHG), could contribute to global climate change impacts. Although the project is expected to increase GHG emissions, emissions by a single project into the atmosphere are not necessarily an adverse environmental effect. Rather, it is the increased accumulation of GHG from more than one project and many sources in the atmosphere that may result in global climate change. Global climate change could result in adverse environmental effects. A project's GHG emissions typically would be relatively small in comparison to state or global GHG emissions and, consequently, they would, in isolation, have no significant direct impact on climate change. Therefore, a project's GHG emissions and the resulting significance of potential impacts are more properly assessed on a cumulative basis.

Global climate change is an issue where the causes and effects are not just regional or statewide, but worldwide. The impacts of this project are not considered significant given the efforts made to reduce emissions of GHGs from the project through design measures and standards, plus further mitigation accomplished at the statewide level through California Air Resources Board (CARB) regulations adopted pursuant to AB32. Regulation and policy that will result in the reduction of GHG emissions in new residential and commercial developments include but are not limited to Title 24 efficiency standards, Title 20 appliance energy efficiency standards, 2005 building energy efficiency standards, AB 1493 motor vehicle standards, compliance with the Metropolitan Bakersfield General Plan Air Quality Conservation Element as well as SJVAPCD Air Quality Guidelines and Rules. With local, regional and state regulations and other air quality regulations implemented, impacts would be minimized. Therefore, the project would result in a less than significant impact related to GHG emissions.

b. Less Than Significant Impact. CARB is responsible for the coordination and administration of both federal and state air pollution control programs within California. According to California's Climate Change Scoping Plan, there must be statewide reduction GHG emissions to 1990 levels by 2020. Reducing greenhouse gas emissions to 1990 levels means cutting approximately 29% from BAU emission levels projected for 2020. In addition, per SB 375 requirements, CARB has adopted regional reduction targets, which call for a 5% reduction in per-capita emissions by 2020 and 10% reduction in 2035 within the San Joaquin Valley using 2005 as the baseline. These regional reduction targets will be a part of the Kern COG Sustainable Communities Strategy. The SJVAPCD has adopted guidance (Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA) and a policy (District Policy – Addressing GHG Emission Impacts for Stationary Source Projects under CEQA When Serving as the Lead Agency).

As proposed, the project would not conflict with any statewide policy, regional plan, or local guidance or policy adopted for the purpose of reducing GHG emissions. The project would not interfere with the implementation of AB 32 and SB 375 because it would be consistent with the GHG emission reduction targets identified by CARB and the Scoping Plan. The project achieves BAU GHG emissions reduction equal to or greater than the 29% targeted reduction goal CARB defines BAU as "the emissions that would be expected to occur in the absence of any GHG reduction actions." The project is consistent with these statewide measures and considered not significant or cumulatively considerable under CEQA. Therefore, the project would result in a less than significant impact on any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHG.

IX. HAZARDS AND HAZARDOUS MATERIALS

a. Less Than Significant Impact. The record does not indicate that this project (or this type of land use in general) involves the transport or use of hazardous materials in any quantity which has been identified by responsible agencies as having the potential to be a significant environmental impact. Therefore, the project would result in a less than significant impact

related to creating a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

- b. Less Than Significant Impact. Please refer to response IX.a.
- c. Less Than Significant Impact. The nearest school is Vista West High School located 0.07 mile east of the site. As discussed in response VIII.a, the project would not involve the transport or use of hazardous materials. Therefore, the project would result in a less than significant impact related to emitting hazardous emissions or handling hazardous or acutely hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school.
- d. **No Impact.** The project is not located on any site catalogued on the most recent hazardous materials list compiled pursuant to Government Code Section 65962.5 (Department of Toxic Substances Control, 2023) (State Water Resources Control Board, 2023). Therefore, the project would result in no impact related to a hazardous waste site.
- e. **No Impact.** The project site is not located within the Kern County Airport Land Use Compatibility Plan area (Kern County, 2012). The closest airport to the project site is Meadow Field Airport located about 4 miles northeast from the project site. Therefore, the project would result in no impact on safety or noise within an airport land use area.
- f. Less Than Significant Impact. The proposed project would not interfere with any local or regional emergency response or evacuation plans because the project would not result in a substantial alteration to the adjacent and area circulation system. The proposed project, typical of urban development in Bakersfield, is not inconsistent with the adopted City of Bakersfield Hazardous Materials Area Plan (January 1997). This plan identifies responsibilities and provides coordination of emergency response at the local level in response to a hazardous materials incident. Therefore, the project would result in a less than significant impact on an adopted emergency response plan or emergency evacuation plan.
- g. **No Impact.** This project is not located adjacent to a wild land area nor is it within the area covered by the Hillside Development Zone (HD), which has standards required by the City of Bakersfield Fire Department to address the issue of wild land fires and urban development. Therefore, the project would result in no impact related to wild land fires.

X. <u>HYDROLOGY AND WATER QUALITY</u>

- a. **No Impact.** The project site is paved and contains a building. The applicant intends to use the existing building during operation of the project and earth-moving activities would not be required. Therefore, the project would result in no impact on water quality standards or waste discharge requirements.
- b. Less Than Significant Impact. Potable water from the project would be supplied by the City. According to the City's Urban Water Management Plan (UWMP), the City receives a significant all of its supplies from groundwater sources. The UWMP concludes that the City has sufficient supplies for current and future entitlements through 2040 for normal, single-day, and multiple-dry year scenarios (City of Bakersfield, 2020). The City provided a "Verification of Water Service" letter for the project, and therefore groundwater levels have already been accounted for in the UWMP with the project (a future entitlement). Therefore, the project would result in a less than significant impact on groundwater supplies or recharge.
- c.i **No Impact.** There are no streams or rivers on the project site. Existing drainage patterns will not be altered, and the project would not result in the increase of impervious surface. Soil within the project site has a low-to-moderate susceptibility to erosion. Due to the characteristics of the onsite soil type and the relatively flat terrain, implementation of the project will not result in significant erosion or displacement of soils. Therefore, the project would result in no impact related to altering the existing drainage pattern of the area.

- c.ii **No Impact.** Please refer to response X.c.
- c.iii No Impact. Please refer to response X.c.
- c.iv **No Impact** According to the Federal Emergency Management Agency (FEMA), the project site is not within a 100-year flood hazard area or 500-year floodplain (FEMA, 2021). Therefore, the project would result in no impact on flood flows.
- d. **No Impact.** The project site is not within a 100-year flood hazard area (FEMA, 2021). The project is not located near any ocean or an enclosed body of water and therefore, would not be subject to inundation by tsunami or seiche. A mudflow is a type of landslide where earth and surface materials are rapidly transported downhill under the force of gravity. As discussed in VI.a.iv, landslides, including mudflow, occur on steeper slopes in the foothills and along the Kern River Canyon. The project site is generally flat, there are no such geologic features located at the project site, and the site is not located near the Kern River Canyon Therefore, the project would result in no impact related to the inundation caused by flood, seiche, tsunami, or mud flows.
- e. No Impact. Please refer to response X.g.
- f. **No Impact**. Please refer to response X.c.i. There is currently no adopted groundwater management plan for the project site or its vicinity. Therefore, the project would result in a less than significant impact related to obstructing a water quality control plan or a sustainable groundwater management plan.

XI. LAND USE AND PLANNING

- a. No Impact. The project is a continuation of the existing urban development pattern of the City. The project is not a long and linear feature, such as a freeway, railroad track, block wall, etc., that would have the potential to divide a community. The project would not impede existing or future movement or development of the City. Therefore, the project would result in no impact related to the division of an established community.
- b. **No Impact.** The project is required to be consistent with the MBGP. The project is to change the zone district to a corresponding compatible zone with the General Plan Land Use designation. The record does not indicate that there are identified environmental conflicts or inconsistencies with said policies or zoning regulations. Therefore, the project would result in no impact on any land use plan, policy, or regulations.

XII. MINERAL RESOURCES

- a. **No Impact.** The project site is within the administrative boundaries of an oilfield. However, there are no oil wells found on the site (California Department of Conservation, 2023). Prior to recordation of a final map, the developer must comply with Bakersfield Municipal Code § 16.20.060 which addresses the mineral holder(s) right to agree to the recordation a final map on the project site. Therefore, the project would result in no impact related to the loss of availability of a known mineral resource of value.
- b. **No Impact.** Please refer to response XII.a.

XIII. NOISE

a. Less Than Significant Impact. Ambient noise levels will increase through any urban type of development of the site. Building code requirements required for energy conservation will result in a 20-decibel reduction in noise for habitable interior space. In addition, typical development standards including building setbacks, walls, and landscaping will contribute to decreasing the ambient noise levels from the adjoining area. The proposed project is compatible with existing land uses in the project area and areas immediately adjoining the project parcel. The project will not expose people or generate noise in excess of those standards found in the Noise Element of the MBGP. Therefore, the project would result in a less than significant impact related to excessive noise levels.

- b. **No Impact.** The project would not require any ground disturbance or use of heavy machinery that would cause vibration. In addition, there is no evidence in the record of any noise impacts associated with ground borne vibration or noise within the project site. Therefore, the project would result in no impact related to groundborne vibration.
- c. **No Impact**. Please refer to response XI.e.

XIV. POPULATION AND HOUSING

- a. Less Than Significant Impact. The project will not likely induce population growth in this area because it is a zone change from A (Agriculture) to M-2 (General Manufacturing), not residential. The project is the logical extension of existing urban development or is an infill project. Therefore, the project would result in a less than significant impact on population growth in an area, either directly or indirectly.
- b. **No Impact.** The project site consists of a paved lot and a building. Therefore, the project would not displace existing housing or persons. Therefore, the project would result in no impact on housing.

XV. PUBLIC SERVICES

- a.i Less Than Significant Impact. Fire protection services for the Metropolitan Bakersfield area are provided through a joint fire protection agreement between the City and County. Though the proposal may necessitate the addition of fire equipment and personnel to maintain current levels of service, this potential increase in fire protection services can be paid for by property taxes generated by this development. Therefore, the project would result in a less than significant impact on fire protection performance objectives.
- a.ii Less Than Significant Impact. Police protection will be provided by the Bakersfield Police Department upon project build out. Current City Police services standards require 1.09 officers for every 1,000 people in the City. However, this potential increase in services can be paid for by property taxes generated by this development. Therefore, the project would result in a less than significant impact on police protection performance objectives.
- a.iii **No Impact.** The nearest school is Vista West High School located 0.07 mile east of the site. Vista West High School is part of the Kern High School District. The project would not include residential development, induce population growth, or increase the number of students within the service area of the Kern High School District. Therefore, the project would result in no impact on the performance objectives of a school.
- a.iv**No Impact.** The project proposes no increase in population for the area and would not result in an impact upon the quality or quantity of existing recreational opportunities or create a substantial need for new parks or recreational facilities. Therefore, the project would result in no impact on the performance objectives of recreational facilities.
- a.v Less Than Significant Impact. The project and eventual buildup of this area would result in an increase in maintenance responsibility for the City. Though the project may necessitate increased maintenance for other public facilities, this potential increase can be paid for by property taxes generated by this development. Therefore, the project would result in less than significant impacts on the performance objectives of other public facilities.

XVI. <u>RECREATION</u>

- a. No Impact. Please refer to response XV.a.iv.
- b. **No Impact.** Please refer to response XV.a.iv.

XVII. TRANSPORTATION AND TRAFFIC

a. Less Than Significant Impact. A Trip Generation and Vehicle Miles Traveled (VMT) Analysis was prepared for this project (Ruettgers & Schuler Civil Engineers, 2023). Policy 36 of the Circulation

Element of the Metropolitan Bakersfield General Plan requires the City of Bakersfield to prevent streets and intersections from degrading below a level of service C, where possible, through dedication of adjacent right-of-way, access improvements, or an area wide impact fee. The Trip Generation and VMT Analysis determined that the project would increase daily trip generation by 250 trips. In addition, AM and PM peak hour trips would increase by 40 and 18 trips, respectively. The City's threshold for requiring further analysis for Level of Service is whether a project would increase peak hour vehicle trips by 50 trips or more. The project would not exceed this threshold. Therefore, the project would result in a less than significant impact on program plans, ordinances, or policies addressing the circulation system.

- b. Less Than Significant Impact. VMT analysis for the project was conducted following the Office of Planning and Research (OPR) Technical Advisory guidelines. The OPR advisory contains screening thresholds for identifying whether a land use project would result in a less than significant impact on traffic capacity. One screening threshold pertains to commercial developments with stores no larger than 50,000 square feet of building space. Developments this size typically provide more proximate shopping destinations, thereby reducing VMT. The building on the project site is less than 50,000 square feet (Ruettgers & Schuler Civil Engineers, 2023). Therefore, the project would result in a less than significant impact related to CEQA section 15064.3, subdivision (b).
- c. Less Than Significant Impact. The project would have to comply with all conditions placed on it by the City Traffic Engineering Division in order to comply with accepted traffic engineering standards intended to reduce traffic hazards, including designing the roads so that they do not result in design feature hazards. The project is with the City limits and surrounded by compatible existing and planned land uses and land use designations. Therefore, the project would result in a less than significant impact on geometric hazards.
- d. **Less Than Significant Impact.** Please refer to IX.f. The project would not impact any emergency management agency's ability to access the area regarding emergency situations. Therefore, the project would result in a less than significant impact on emergency access.

XVIII. TRIBAL CULTURAL RESOURCES

- a. No Impact. The record does not support a finding that this project site is eligible for listing or listed in the California Register of Historical Resources or in a local register of historical resources. Correspondence was sent to the local tribes pursuant to State of California Senate Bill 18. Therefore, the project would result in no impact on tribal cultural resources listed in the California Register of Historical Resources or in a local register of historical resources.
- b. **No Impact.** There is no substantial evidence in the record that the project site is a significant tribal cultural resource. Therefore, the project would result in no impact on a tribal cultural resource that is determined by the lead agency to be significant.

XIX. <u>UTILITIES AND SERVICE SYSTEMS</u>

- a. **No Impact.** The project would require new connections to water, electrical facilities, natural gas facilities, and telecommunications (e.g., cable, fiber optics, phone, etc.). The project would not require the construction of a new or expanded utility facility. Therefore, the project would result in no impact related to the relocation or construction of a new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facility.
- b. Less Than Significant Impact. Potable water from the project would be supplied by the City. According to the City's Urban Water Management Plan (UWMP), the City receives a significant all of its supplies from groundwater sources. The UWMP concludes that the City has sufficient supplies for current and future entitlements through 2040 for normal, single-day, and multiple-dry year scenarios (City of Bakersfield, 2020). The City provided a "Verification of Water Service" letter for the project. Therefore, the project would result in a less than significant impact on water supplies.

- c. **No Impact.** The project site contains a septic tank. The City requires that all permitted septic systems meet the requirements of the adopted Kern County Onsite Wastewater Local Area Management Plan and obtain a separate permit from Kern County Environmental Health. Since the project site has a septic system, the project would not require wastewater treatment from the City. Therefore, the project would result in no impact related to wastewater.
- d. Less Than Significant Impact. The Bena Landfill serves the Metropolitan Bakersfield area. As of July 2013, the landfill had a remaining permitted capacity of 32,808,260 cubic yards and a maximum permitted throughput of 4,500 tons/day (CalRecycle, 2013). Using a factor of 5 pounds solid waste/1,000 square foot/day for commercial and light industrial uses, 16,104-square-feet of development would generate about 81 pounds solid waste/day (0.04 tons/day) (CalRecycle, 2019). The 0.04 tons/day of solid waste generated by the project accounts for 0.0008% of the maximum permitted throughput of the landfill. Thus, the project would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs. Therefore, the project would result in a less than significant impact related to the generation of excessive solid waste.
- e. **No Impact.** By law, the project would be required to comply with federal, state, and local statutes and regulations, including those relating to waste reduction, litter control, and solid waste disposal. Therefore, the project would result in no impact on any solid waste statutes and regulations.

XX. WILDFIRE

- a. Less Than Significant Impact. Please refer to response IX.f.
- b. **No Impact.** As discussed in response IX.g, the project site is not within a wild land fire hazard zone. Additionally, the project site is relatively flat, not near wildlands, the site and its surrounding do not possess high fuel loads (i.e., lots of vegetation and other burnable material) to exacerbate wildfire risks and therefore, fire-related pollutant concentrations. Therefore, the project would result in no impact on wildfire pollutant exposure or uncontrolled spread of wildfire.
- c. No Impact. Please refer to response XX.b above. The project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Therefore, the project would result in no impact on exacerbated fire risk related to infrastructure.
- d. **No Impact**. Please refer to response XX.b above.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

- a. Less Than Significant Impact. As described in Section IV and V above, special status species do not have the potential to be within the project site. In addition, the record does not support a finding that this project site is eligible for listing or listed in the California Register of Historical Resources or in a local register of historical resources the project site does not the project site. Therefore, the project would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number, or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.
- b. **Less Than Significant Impact**. As described in the responses above, the project has no impacts that would be defined as individually limited, but cumulatively considerable.

c. Less Than Significant Impact. As described in the responses above, the project would not have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly.

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CITY OF BAKERSFIELD PLANNING COMMISSION

MEETING DATE: July 20,2023 AGENDA: 5.e

TO: Chair Bashirtash and Members of the Planning Commission

FROM: Paul Johnson, Planning Director

DATE: July 14, 2023

FILE: Zone Change No. 22-0451

WARD: 4

STAFF PLANNER: Noeli Topete, Associate Planner I

REQUEST: Change in the zone classification from A (Agriculture) to M-2 (General Manufacturing) or a more restrictive district.

APPLICANT:

Francisco A Macedo

3526 Cathedral Rose Avenue

Bakersfield, CA 93313

enue 352

3526 Cathedral Rose Avenue

Bakersfield, CA 93313

Francisco A Macedo

OWNER:

PROJECT LOCATION: 7321 Rosedale Highway.

APN: 368-060-20

PROJECT SIZE: 0.37 acres CEQA: Negative Declaration

EXISTING GENERAL PLAN DESIGNATION: SI (Service Industrial)

EXISTING ZONE CLASSIFICATION: A (Agriculture)

STAFF RECOMMENDATION: (1) Adopt Resolution **ADOPTING** Negative Declaration pursuant to Section 15074 of the California Environmental Quality Act; and (2) Adopt Resolution **APPROVING** the zone change from A (Agriculture) to M-2 (General Manufacturing) or a more restrictive zone classification and recommend same to City Council.

SITE CHARACTERISTICS: The project site is developed with an existing building previously used as an auto dealership. Surrounding properties are primarily developed as: *north* – Highway 58 followed by a self-storage facility; *east* – Fruitvale School District Office; *south* – single family residence; and *west* – furniture store.

BACKGROUND AND TIMELINE:

- **January 28, 1998** Bakersfield City Council approved the current City pre-zoning of "A" for the subject property (Ordinance No. 3819).
- **September 28, 2021** Rosedale No. 13 was annexed to the City Of Bakersfield. This project site was included as a portion of this annexation area (Annexation 679).

PROJECT ANALYSIS:

Consistency. Government Code Section 65860 requires a city's zoning ordinance to be consistent with the general plan. When a zoning ordinance becomes inconsistent due to a general plan amendment, the city must enact a consistent zoning ordinance within a "reasonable time." In this case, it appears the prezoning in 1998 was cause for the inconsistency. The proposed zone change to M-2 (General Manufacturing) would be appropriate for the existing development and bring consistency with the current land use designation of SI (Service Industrial) and surrounding zoning.

Site Development: The applicant states the existing 776 square foot building on the site will be utilized for a use consistent with the zoning. No new development or expansion is proposed.

Site Plan Review. Pursuant to Bakersfield Municipal Code ("BMC") Section 17.08.060, no construction of any improvements which require a building permit or renovation of improvements shall be permitted without first obtaining site plan approval. Therefore, the applicant will be required to complete the formal Site Plan Review process prior to issuance of any permits. This will ensure the project site complies with current City standards and policies (e.g., setbacks, landscaping, solid waste collection, pavement condition, masonry walls, etc.,) as part of the development.

ENVIRONMENTAL REVIEW AND DETERMINATION:

Based upon an initial study, Staff has determined that the proposed project would not have a significant effect on the environment. Therefore, a Negative Declaration (ND) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). The ND was circulated for a 30-day public and agency review period from June 1, 2023, to July 3, 2021.

Environmental Conclusion. The State CEQA Guidelines and the City of Bakersfield's CEQA Implementation Procedures have been followed in the evaluation of the environmental effects of this project. Significant environmental impacts were not identified for the proposed project.

Comments Received. As of this writing, no public or agency comments have been received.

PUBLIC NOTIFICATION:

Public notice for the proposed project and environmental determination was advertised in *The Bakersfield Californian* and posted on the bulletin board in the City of Bakersfield Development Services Building, 1715 Chester Avenue, Bakersfield, California. All property owners within 300 feet of the project site were notified by United States Postal Service mail regarding this public hearing in accordance with city ordinance and state law. Signs are required as part of the public notification process and must be posted between 20 to 60 days before the public hearing date. Photographs of the posted signage and the Declaration of Posting Public Hearing Notice signed by the applicant are on file at the Planning Division.

Comments Received. As of this writing, no written public comments have been received.

ZC 22-0451 Page 2

CONCLUSIONS:

Consistency with General Plan and Zoning Ordinance. The proposal is consistent with land use goals and policies as contained in the General Plan, which encourages continuity of existing development and allows incremental expansion of infrastructure.

Recommendation. Staff finds that the applicable provisions of CEQA have been complied with, and the proposal is compatible with the existing land use designation and land uses in the surrounding area. Based on information in the record, Staff recommends your Commission: (1) Adopt Resolution **ADOPTING** Negative Declaration pursuant to Section 15074 of the California Environmental Quality Act; and (2) Adopt Resolution **APPROVING** the zone change from A (Agriculture) to M-2 (General Manufacturing) or a more restrictive district and recommend same to City Council.

ATTACHMENTS:

Map Set

- Aerial
- Zone Classification
- General Plan Designation

Negative Declaration with Attachments Planning Commission Draft Resolution (Negative Declaration) Planning Commission Draft Resolution (zone change)

ZC 22-0451 Page 3

RESOLUTION NO. 59-23

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT A NEGATIVE DECLARATION FOR ZONE CHANGE LOCATED AT 7321 ROSEDALE HIGHWAY. (ZC NO. 22-0451).

WHEREAS, Francisco A Macedo filed an application with the City of Bakersfield Development Services Department requesting an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from A (Agriculture) to M-2 (General Manufacturing) on 0.37 acres located at 7321 Rosedale Highway, as shown on attached Exhibit "A", (the "Project"); and

WHEREAS, an initial study was conducted and it was determined that the Project would not have a significant effect on the environment; therefore, a Negative Declaration was prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the Secretary of the Planning Commission set Thursday, July 20, 2023, at 5:30 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the proposed Negative Declaration and Project, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, the laws and regulations relating to the preparation and adoption of Negative Declarations as set forth in CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

WHEREAS, the City of Bakersfield Development Services Department (1715 Chester Avenue, Bakersfield, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, the facts presented in the staff report, initial study, and special studies, and evidence received both in writing and by verbal testimony at the above referenced public hearing support the following findings:

- 1. All required public notices have been given. Hearing notices regarding the Project were mailed to property owners within 300 feet of the Project area and published in the *Bakersfield Californian*, a local newspaper of general circulation, at least 20 days prior to the hearing.
- 2. The provisions of CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is a project under CEQA and an initial study was completed. A Negative Declaration was prepared and properly noticed for public review.

3. A Negative Declaration for the Project is the appropriate environmental document to accompany its approval. In accordance with CEQA, staff prepared an initial study and determined the Project will not significantly impact the physical environment.

NOW, THEREFORE, BE IT RESOLVED by the Bakersfield Planning Commission as follows:

- 1. The above recitals, incorporated herein, are true and correct.
- 2. The Negative Declaration is hereby recommended for adoption by the City Council.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on July 20, 2023, on a motion by Commissioner Koman and seconded by Commissioner Bittle, by the following vote.

AYES: Chair Bashirtash, Vice-Chair Cater, Commissioner Bittle, Kaur, Koman, Lomas

NOES:

ABSENT: Commissioner Neal

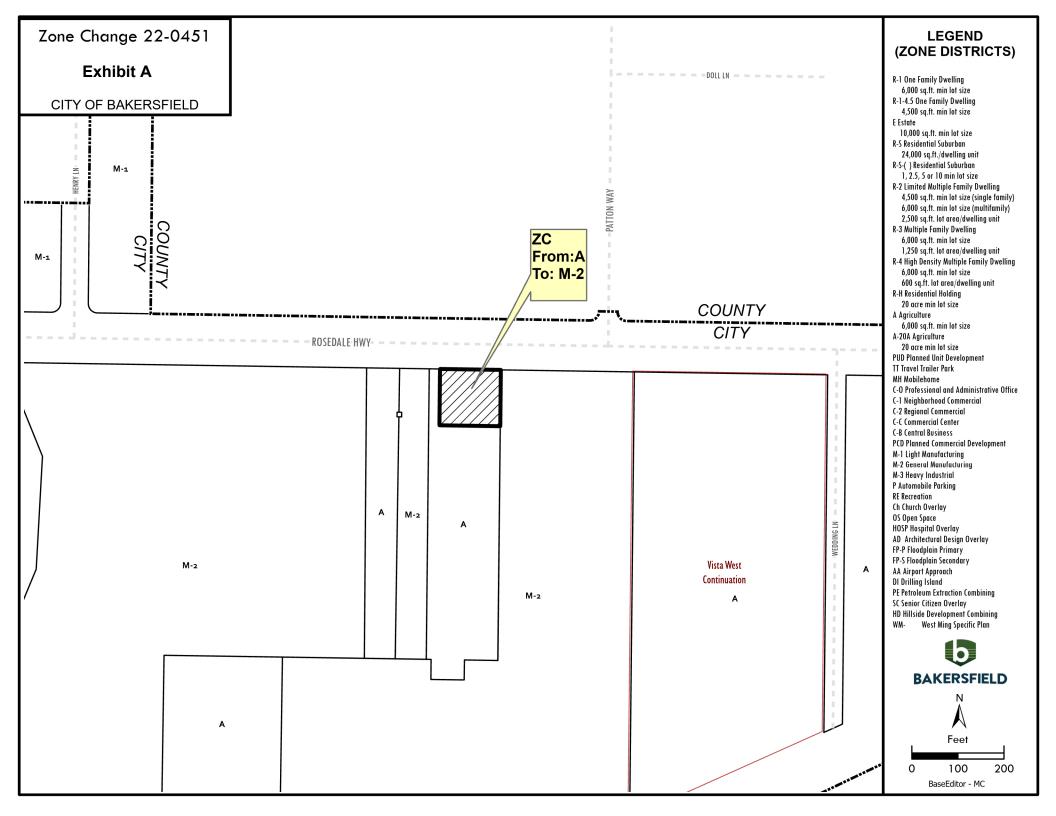
APPROVED

CHAIR ZACHARY BASHIRTASH
City of Bakersfield Planning Commission

Exhibits (attached):

Exhibit A: Location Map

By: NTopete \ S:\15_Zone Change\01_Active\2022\22-0451 (7321 Rosedale)\1. Hearing and Noticing Documents\CC & PC\PC\Draft\PC RES ENV 22-0451.docx



RESOLUTION NO. 55-23

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED at 7321 ROSEDALE HIGHWAY, (ZC NO. 22-0451).

WHEREAS, Frank A Macedo filed an application with the City of Bakersfield Development Services Department requesting to change the zone district from A (Agriculture) to M-2 (General Manufacturing) on 0.37 acres located 7321 Rosedale Highway, as shown in attached Exhibit "A" (the "Project"); and

WHEREAS, the applicant and/or property owner has indicated the purpose of the Project is to zone 0.32 acres located at 7321 Rosedale Highway to be consistent with the surrounding General Manufacturing zoned properties; and

WHEREAS, the Planning Commission has recommended adoption of a Negative Declaration for the Project; and

WHEREAS, the Secretary of the Planning Commission set Thursday, July 20, 2023, at 5:30 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the proposed Negative Declaration and change to the zone district, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, at the public hearing, no comments were received; and

WHEREAS, the facts presented in the staff report, initial study, and special studies, and evidence received both in writing and by verbal testimony at the above referenced public hearing support the following findings:

- 1. All required public notices have been given. Hearing notices regarding the Project were mailed to property owners within 300 feet of the Project area and published in the *Bakersfield Californian*, a local newspaper of general circulation, at least 20 days prior to the hearing.
- 2. The provisions of CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is a project under CEQA and an initial study was completed.
- 3. Public necessity, general welfare, and good planning practices justify the Project.

4. The Project is compatible with the zone districts and development of surrounding properties, and is consistent with the Metropolitan Bakersfield General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Bakersfield Planning Commission as follows:

- 1. The above recitals, incorporated herein, are true and correct.
- 2. The Project is hereby recommended for approval by the City Council subject to the conditions stated in Exhibit A 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 C, all of which are incorporated herein.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on July 20, 2023, on a motion by Commissioner Koman and seconded by Commissioner Bittle, by the following vote.

AYES: Chair Bashirtash, Vice-Chair Cater, Commissioner Bittle, Kaur, Koman, Lomas

NOES:

ABSENT: Commissioner Neal

APPROVED

CHAIR ZACHARY BASHIRTASH
City of Bakersfield Planning Commission

Exhibits (attached):

Exhibit A: Conditions
Exhibit B: Location Map
Exhibit C: Legal Description

By: Ntopete\S:\15_Zone Change\01_Active\2022\22-0451 (7321 Rosedale)\1. Hearing and Noticing Documents\CC & PC\PC\Draft\PC RES ZC 22-0451.docx

EXHIBIT A CONDITIONS OF APPROVAL ZONE CHANGE 22-0451

CITY ATTORNEY

1. In consideration by the City of Bakersfield for land use entitlements, including but not limited to related environmental approvals related to or arising from this project, the applicant, and/or property owner and/or subdivider ("Applicant" herein) agrees to indemnify, defend, and hold harmless the City of Bakersfield, its officers, agents, employees, departments, commissioners and boards ("City" herein) 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, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions whether imposed by the City, or not, except for CITY's sole active negligence or willful misconduct.

This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

The City will promptly notify Applicant of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the Applicant and the City is not obligated to use any law firm or attorney chosen by another entity or party.

PUBLIC WORKS

- 1. Prior to the City's approval of any construction plans associated with any development project, subdivision, or minor land division within the Zone Change (ZC) area, the developer must submit the following for review and approval by the City Engineer:
 - a. Fully executed dedication for Rosedale Hwy to arterial standards for the full frontage of the ZC area, unless otherwise approved by the City Engineer. Dedications must include sufficient widths for expanded intersections and additional areas for landscaping as directed by the City Engineer.
 - b. Comprehensive drainage study of the ZC area is to be submitted for approval by the City of Bakersfield Public Works Department Subdivision section. The drainage for the ZC area is to be retained onsite and shall be privately maintained.
- 2. Prior to the recording of any final map or issuance of any certificates of occupancy for development within the ZC area, whichever is earlier, the developer must (a) construct all infrastructure, both public and private, within the boundary of the ZC area, including, but not limited to, any and all boundary streets to the centerline of the street as required by the City Engineer and (b) construct, and acquire any necessary right-of-way to construct, any off-site infrastructure required to support development of the ZC as determined by the City

Exhibit "A"

Zone Change 22-0451

Page 2 of 2

Engineer. Phasing of the construction of the required infrastructure may be allowed by the City Engineer. Per City Council Resolution 035-13, any development within the ZC area must comply with the City's "complete streets" policy.

- 3. Prior to the City's approval of any construction plans associated with any development project, subdivision, or minor land division within the ZC area, the developer must take all actions necessary to add the ZC area to the Consolidated Maintenance District ("CMD") and pay all fees for inclusion in the CMD or, if the development is already within the CMD, update the maintenance district documents as provided in Bakersfield Municipal Code section 13.04.021 or as otherwise required by the City Engineer.
- 4. Install traffic signal interconnect conduit and pull rope for the frontage in all arterials and collectors.
- 5. Prior to the City's issuance of any building permits for construction within the ZC area, or an earlier time established through conditions of a subsequent City-approved subsequent development project, subdivision, or minor land division within the ZC area, the developer must pay all development fees for the ZC area including, but not limited to, the adopted regional traffic impact fee, local mitigation fees, any major bridge and thoroughfare district fees, and any planned sewer and drainage area fees.

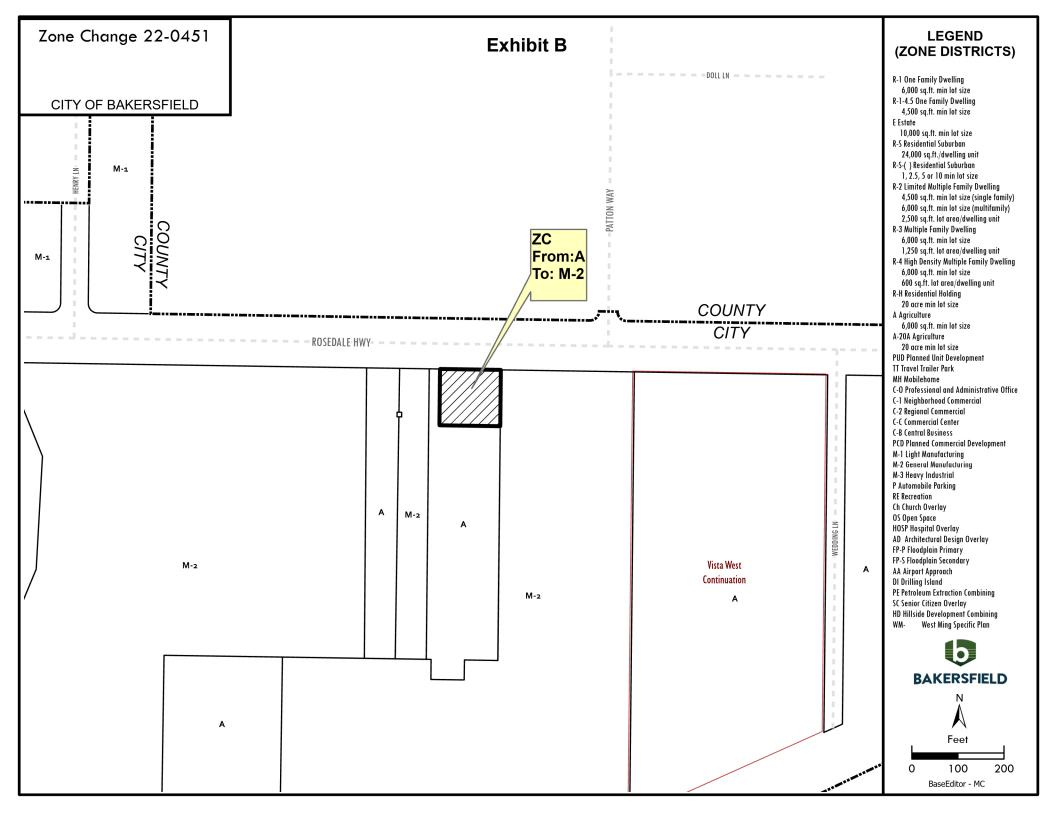


Exhibit C

Legal Description

BEING THE NORTH 152 FEET OF THE EAST 132 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 229.3 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; RUNNING THENCE WEST ALONG SAID NORTH LINE, THENCE SOUTH 0 DEGREES 14' WEST. 660.82 FEET, THENCE EAST, AT RIGHT ANGLES, 144.86 FEET; THENCE NORTH 0 DEGREES 14' EAST, 660.82 FEET TO THE POINT OF BEGINNING.

Wiley D. Hughes

Date.

EXP. 6130 24

EXP. 6130 24

OTHER OF CALIFORNIA



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent Ordinance e.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 8/11/2022

WARD: Ward 3

SUBJECT: Adoption of an ordinance amending Bakersfield Municipal Code Section

1.12.030 by adding Annexation No. 708 consisting of 4.21 gross acres to Ward 3, located along the south side of Rosedale Highway, generally

between Parker Lane and Gibson Street. (FR 8/9/23)

STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance.

BACKGROUND:

First reading of the ordinance was given on August 9, 2023.

This ordinance amends the ward boundaries to include Annexation No. 708 in Council Ward 3. This annexation was recently approved by the Kern County Local Area Formation Commission.

Annexation No. 708 (Rosedale No. 15) is 4.21 gross acres located along the south side of Rosedale Highway, generally between Parker Lane and Gibson Street. This annexation was initiated by Frank Tripicchio Realty on behalf of the Steven Cao & Huong Vu Family Trust to request access to City sewer and water services. There are no current plans to develop the property. The territory currently has a General Plan designation of SI (Service Industrial) and is City pre-zoned M-2 (General Manufacturing). This area will be added into Ward 3.

ATTACHMENTS:

Description
Type
Ordinance for Ward Inclusion
Ordinance
Exhibit A - Legal Description
Backup Material
Exhibit B - Map
Backup Material

ORDINANCE NO

AN ORDINANCE AMENDING BAKERSFIELD MUNICIPAL CODE SECTION 1.12.030 BY ADDING ANNEXATION NO. 708 TO WARD 3.

WHEREAS, the Local Agency Formation Commission (LAFCo) adopted a resolution for Annexation No. 708 recently ordering the territory annexed to the City of Bakersfield; and

WHEREAS, the territory ordered to be annexed to the City of Bakersfield is required to be within a City Council Ward Boundary; and

WHEREAS, the LAFCo recently completed the annexation for the territory to the City of Bakersfield, the exterior boundaries of Annexation No. 708 which is shown on the map in Exhibit A and described in the attached Exhibit B, attached hereto and incorporated as though fully set forth herein.

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

Section 1.

All of the foregoing recitals are hereby found to be true and correct.

Section 2.

Annexation No. 708 shall be included in Ward 3.

Section 3.

Section 1.12.030 of the Bakersfield Municipal Code is hereby amended by adding thereto the legal description set forth in Exhibit B.

Section 4.

This ordinance shall be posted in accordance with the Bakersfield Municipal Code and shall become effective upon the annexation of the above-described territory to the City of Bakersfield, but not less than thirty (30) days from and after the date of its passage.



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 the 23^{rd} day of August by the following vote:

NOES: COUNCILMEMBER: ABSTAIN: COUNCILMEMBER:				LES, WEIR, SMITH, FREEMAN, GRAY, KAUR
				JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED				
KAREN GOH MAYOR of th		of Bakers	sfield	
APPROVED OF APPROV	ENNAR			
By:		L LARDO-K torney	ING	
Exhibits:	A B	Legal D Map	escription	

EXHIBIT 'A' CITY OF BAKERSFIELD ANNEXATION NO. 708

BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE
UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA. BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, ALSO BEING THE CENTERLINE OF ROSEDALE HIGHWAY (STATE ROUTE VI-KER-58); THENCE SO0°17′00″W ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF ANNEXATION NO. 452 (MOHAWK NO. 1) RECORDED IN DOC. NO. 0205011896 O.R. AT THE KERN COUNTY RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN GRANT DEED RECORDED IN DOC. NO. 0214120718 O.R. AT THE KERN COUNTY RECORDER'S OFFICE AND THE POINT OF POINT OF BEGINNING;

THENCE (1) S89°50'00"E ALONG THE NORTH LINE OF SAID GRANT DEED, A DISTANCE OF 196.70 FEET TO THE NORTHEAST CORNER OF SAID GRANT DEED;

THENCE (2) S00°17'00"W ALONG THE EAST LINE OF SAID GRANT DEED AND ALONG THE EAST LINE OF QUITCLAIM DEED RECORDED IN DOC. NO. 0210108115 O.R. AT THE KERN COUNTY RECORDER'S OFFICE, A DISTANCE OF 933.40 FEET TO THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED;

THENCE (3) N89°50'00"W ALONG THE SOUTH LINE OF SAID QUITCLAIM DEED A DISTANCE OF 196.70 FEET TO THE WEST LINE OF SAID SECTION 26 AND THE EAST LINE OF SAID ANNEXATION NO. 452 (MOHAWK NO. 1);

THENCE (4) N00°17'00"E ALONG THE WEST LINE OF SAID SECTION 26 AND THE EAST LINE OF SAID ANNEXATION NO. 452 (MOHAWK NO. 1) A DISTANCE OF 933.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.21 ACRES MORE OR LESS

RONALD J. NELMS	P.L.S. 5804	DATE:	

Proposed City of Bakersfield Feet Annexation 708 - Rosedale No. 15 0 300 600 CITY OF BAKERSFIELD 5/10/2022 ANNEX708 **BAKERSFIELD** NORTHSPUR CT MARLIN CT C OE R N- - - - - - ROSEDALE HWY -Annexation - 708 Rosedale No. 15 - COMMERCIAL-ST MARRIOTT DR BAKERSFIE C / T Y KERN RIVER PARKWAY



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Resolutions f.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 7/6/2023

WARD: Ward 4

SUBJECT: Resolution approving an application to the Kern County Local Agency

Formation Commission to annex inhabited territory into the City identified as Annexation No. 714 (Snow No. 17) located on the northwest corner of Snow Road and Calloway Drive. Notice of

Exemption on file.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The resolution proposes an application to LAFCo for the annexation of inhabited territory into the City of Bakersfield known as Annexation No. 714 (Snow No. 17). The territory is adjacent to the City limits and is within the City's Sphere of Influence boundary.

Annexation Project Description. The annexation encompasses approximately 92.37 acres located on the northwest corner of Snow Road and Calloway Drive. The territory has General Plan designations of R-IA (Resource-Intensive Agriculture), SR (Suburban Residential), and GC (General Commercial) and is City pre-zoned as A (Agriculture) and C-1 (Neighborhood Commercial). The site is currently fallow land, developed large residential lots, and residential land under construction.

The California Legislature enacted special legislation in 2001 (Government Code Section 56375.3) that made it easier for cities to annex certain unincorporated islands. The legislation allows cities to annex islands through a streamlined LAFCo process that does not require protest proceedings or elections, provided an island satisfy special criteria and is 150 acres or less in size. As noted above, this territory is approximately 92.37 acres, meets the special criteria, and therefore, is eligible for the streamlined process. The territory will be annexed into Ward 4.

Surrounding Land Uses. Property to the north is zoned estate residential (E zone); to the east is County zoned agriculture and estate residential (A, A-1 MH, and E (1/4) zone); to the south is zoned residential (R-1 and R-1-CH); to the west is zoned estate residential (E zone).

Environmental Review and Determination. Staff has determined that the proposed annexation is exempt from the California Environmental Quality Act pursuant to Section 15319, because the proposal is for annexation of existing facilities (i.e., existing residences) where the City has the capacity to serve the territory, and this action will not have a significant effect on the environment.

Exchange of Property Tax. The exchange of property tax revenues for this annexation is covered under the Master Tax Split Agreement (Memorandum of Understanding No. 15-277) between the City of Bakersfield and the County of Kern.

OVERALL RECOMMENDATION:

The proposal includes a request to adopt a resolution to submit an application to LAFCo to annex property into the City. The requested annexation will allow the land owners to obtain sewer and water services from the City. Staff is recommending adoption of the resolution.

ATTACHMENTS:

Description Type

Resolution of Application Resolution

RESOLUTION	NO.	

A RESOLUTION OF APPLICATION PROPOSING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE CITY OF BAKERSFIELD IDENTIFIED AS ANNEXATION NO. 714, LOCATED ON THE NORTH-WEST CORNER OF SNOW ROAD AND CALLOWAY DRIVE (WARD 4).

WHEREAS, the City of Bakersfield desires to propose a change of organization, to wit, the annexation to the City of Bakersfield of the hereinafter-described territory, pursuant to Section 56654 of the Government Code of the State of California; and

WHEREAS, the proposed annexation territory is within and consistent with the City of Bakersfield Sphere of Influence boundary; and

WHEREAS, the City of Bakersfield agrees to annex the territory located on the northwest corner of Snow Road and Calloway Drive; and

WHEREAS, the City agrees to serve the territory upon annexation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that it hereby finds and determines as follows:

- 1. The above recitals, incorporated herein, are true and correct.
- 2. That the City of Bakersfield hereby proposes the annexation to the City of Bakersfield of the territory in Exhibit A and shown on map marked Exhibit B for the project attached hereto, and made a part of this resolution as though fully set forth herein, located on the north-west corner of Snow Road and Calloway Drive.
- 3. That a plan for providing services within the affected territory of the proposed annexation, in accordance with the provisions of Section 56653 of the Government Code, is marked as Exhibit C, attached hereto and made a part hereof as though fully set forth herein.
- 4. That this proposal for change of organization, to wit, annexation, is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and it is requested that proceedings be authorized for annexation in accordance therewith.
- 5. That the reasons for the proposed change of organization is to provide more efficient municipal services to the territory and the City's desire to receive tax revenues for benefits given and to be given to the territory proposed to be annexed.
- 6. That this proposed annexation territory and the pre-zoning therefore was adopted by the City Council and a notice of exemption for the annexation is determined to be adequate for the annexation proposal.

- 7. That the laws and regulations relating to the preparation of a notice of exemption as set forth in the California Environmental Quality Act have been duly followed.
- 8. That the territory proposed for annexation as described herein is substantially surrounded by the City and meets the criteria and acreage limits per Government Code Section 56375.3 and therefore, allows for a streamlined Local Area Formation Commission process for "islands" that does not require protest proceedings or elections.
- 9. That the territory proposed for annexation as described herein is within the City of Bakersfield Sphere of Influence boundary.
- 10. That the names of the officers of the City of Bakersfield who are to be furnished with copies of the Executive Officer's Report and who are to be given mailed Notice of Hearing, if any, are:

Julie Drimakis City Clerk City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301

Christian Clegg City Manager City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301

Virginia Gennaro City Attorney City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301

11. That the appropriate City officials shall file the (10) copies of this Resolution, with Exhibits, with the Executive Officer of the Local Agency Formation Commission of Kern County at 5300 Lennox Street, Suite 303, Bakersfield, and CA 93309.

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I HEREBY CERTIFY that the forgoing Resolution was passed and adopted by the City Council of the City of Bakersfield at a regular meeting thereof held on the 9^{th} of August 2023, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER:	ales, weir, smith, freeman, gray, kaur
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVEC)	
KAREN GO MAYOR of	H the City of Bakersfield	
	as to form: GENNARO	
	NA GALLARDO-KING City Attorney	
EXHIBITS:	A – Legal Description B – Map C – Plan for Services D – Notice of Exemption	

S:\Advance Planning\08_Annexations\03_Active\714 - Snow 17\Res_Ord\ROA\Draft ROA_Annex 714.docx

EXHIBIT "A"

Calloway & Snow Annexation to the City of Bakersfield

GEOGRAPHIC DESCRIPTION

All that certain property, situated in Section 6, Township 29 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Kern, State of California, being more particularly described as follows:

BEGINNING at the southeast corner of said Section 6, said point lying on the City of Bakersfield City Limits; thence along said City Limits courses 1) through 7) and partially along Course 8) below

- 1) North 89° 51' 19" West, along the south line of said Section 6, a distance of 2671.21 feet to the south quarter corner of said Section 6; thence
- 2) North 00° 59' 16" East, along the west line of the southeast quarter of said Section 6, a distance of 1320.42 feet to the northwest corner of the south half of the southeast quarter of said Section 6; thence
- 3) South 89° 51' 13" East, along the north line of south half of the southeast quarter of said Section 6, a distance of 1121.70 feet to the southwest corner of the "Remainder Portion Parcel 4 L.L.A. No. 21-95" as shown on Record of Survey No. 3695 filed in Book 0021 at Page 136 of Record of Surveys, Kern County Records; thence
- 4) North 00° 08' 45" East, a distance of 349.28 feet to the northwest corner of the last said parcel; thence along the north line of the last said parcel courses 5) through 7) below
- 5) South 89° 51' 07" East, a distance of 790.37 feet; thence
- 6) South 00° 08' 53" West, a distance of 55.42 feet; thence
- 7) South 89° 51' 07" East, a distance of 760.24 feet to the east line of said Section 6; thence
- 8) South 00° 52' 25" West, along the east line of said Section 6, a distance of 1614.14 feet to the POINT OF BEGINNING.

Containing an area of 92.37 acres, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

Date Signed_4/12/2023



EXHIBIT "C" PLAN FOR PROVIDING SERVICES

SERVICE	CURRENT PROVIDER	BEGIN	N DATE	FINANCED
Only provide information on services authorized	Agency Which Presently Provides Services	City/District Will Provide Services		Indicate How Services Provided by City/District will be Financed (i e, general tax rate or special
on services authorized	Provides Services	City/District Wil	Provide Services	be Financed (i e, general tax rate or special
for applying district.		Upon Annexation	Future Date (Specify)	assessment
		Affication	(Specify)	
			l	

Please provide the following information, when applicable, only for services which will be provided by the applicant City/District. SERVICE LEVEL CAPACITY **SERVICE LOCATION** Indicate frequency and availability of service (i.e. street Indicate location from which service will be provided (i.e., nearest fire station, sweeping, emergency services response time, recreation library, etc.) programs, etc.)

EXHIBIT "D" Notice of Exemption

TO: Office of Planning and Research FROM: City of Bakersfield PO Box 3044, 1400 Tenth Street, Room 222 Planning Division Sacramento, CA 95812-3044 1715 Chester Avenue Bakersfield, CA 93301 **County Clerk** County of Kern 1115 Truxtun Avenue Bakersfield, CA 93301 Project Title: Annexation No. 714 (Snow No. 17) Project Location-Specific: Located on the north-west corner of Snow Road and Calloway Drive **Project Location-City:** Not applicable **Project Location-County:** Kern Description of Nature, Purpose, and Beneficiaries of Project: The project is a request to annex property into the City of Bakersfield. Name of Public Agency Approving Project: City of Bakersfield Name of Person or Agency Carrying Out Project: Development Services Department, Planning Division Exempt Status (check one): Ministerial (Sec. 21080(b)(1); 15268); П Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); Categorical Exemption. State type and section number: Class 19 (Annexations of Existing Facilities and Lots for Exempt Facilities) - CCR Section 15319 **Statutory Exemptions. State code number:** Reasons why project is exempt: The City of Bakersfield (Lead Agency) has determined the project would not have the potential for causing a significant effect on the environment pursuant to CCR Section 15319. The project is the annexation of existing private structures developed to the density allowed by current zoning. Existing services have the capacity to serve only the existing private structures. Therefore, the activity is exempt from CEQA. **Lead Agency Contact Person:** Jose Fernandez **Area Code/Telephone/Extension:** (661) 326-3733 If filed by applicant: 1. Attach certified document of exemption finding. 2. Has a notice of exemption been filed by the public agency approving the project? Yes Signature: Title: Associate Planner II **Date:** August 1, 2023 Signed by Lead Agency Date received for filing at OPR:

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

Signed by Applicant



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Resolutions g.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 8/18/2023

WARD: Ward(s) 1, 2

SUBJECT: Resolution approving an application to the Kern County Local Agency

Formation Commission to annex inhabited and uninhabited territories into the City identified as Annexation No. 721 (Centennial No. 1) generally located along Highway 99 between Terrell Court and Madrid Avenue, north and east terminus of Elicia Drive, and south of Stockdale

Highway between Stine Road and south Real Road.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The resolution proposes an application to Kern County Local Agency Formation Commission (LAFCo) for the annexation of inhabited and uninhabited territories into the City of Bakersfield known as Annexation No. 721 (Centennial No. 1). The territories are within City limits and the City's Sphere of Influence boundary. This annexation was initiated by the City of Bakersfield on behalf of California Department of Transportation (Caltrans) and the County of Kern to facilitate completion of the Centennial Corridor project.

Annexation Project Description. This encompasses an approximate total of 40.8 acres generally located along Highway 99 between Terrell Court and Madrid Avenue, north and east terminus of Elicia Drive, and south of Stockdale Highway between Stine Road and south Real Road. The parcels have a General Plan designation of LR (Low Density Residential), LMR (Low Medium Density Residential), LI (Light industrial), GC (General Commercial) and HC (Heavy Commercial). The parcels are City pre-zoned C-1 (Neighborhood Commercial), C-2 (Regional Commercial), R-1 (One-Family Dwelling), R-2 (Limited Multi-Family Dwelling), R-3 (Multiple-Family Dwelling), and R-S (Residential Suburban).

Land Uses. The annexation areas are both developed and undeveloped parcels of land. Surrounding land uses are commercial, industrial, and residential. Highway 99 extends to the north and south of the annexation area. To the east of highway 58 and to the west is the Centennial Corridor under construction. If the annexation is approved, the territories would be located in Ward 2.

Environmental Review and Determination. Staff has determined that the proposed annexation is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15319(a), because the proposal is for annexation of the territories and this action will not have a significant effect on the environment.

Exchange of Property Tax. The exchange of property tax revenues for this annexation is covered under the Master Tax Split Agreement (Memorandum of Understanding 15-277) between the City of Bakersfield and the County of Kern.

OVERALL RECOMMENDATION:

The purpose of the annexation is to facilitate completion of the Centennial Corridor project. Staff is recommending approval of the resolution to submit an application to LAFCo to annex the parcels into the City.

ATTACHMENTS:

	Description	Туре
D	Resolution of Application	Resolution
D	Exhibit A - Legal Description	Exhibit
D	Exhibit B - Map	Exhibit
D	Exhibit C - Plan for Services	Exhibit

RESOLUTION NO.	
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A RESOLUTION OF APPLICATION PROPOSING PROCEEDINGS FOR ANNEXATION OF TERRITORIES TO THE CITY OF BAKERSFIELD IDENTIFIED AS ANNEXATION NO. 721, GENERALLY LOCATED ALONG HIGHWAY 99 BETWEEN TERRELL COURT AND MADRID AVENUE, NORTH AND EAST TERMINUS OF ELCIA DRIVE, AND SOUTH OF STOCKDALE HIGHWAY BETWEEN STINE ROAD AND SOUTH REAL ROAD (WARD 2).

WHEREAS, the City of Bakersfield desires to propose a change of organization, to wit, the annexation to the City of Bakersfield of the hereinafter-described territory, pursuant to Section 56654 of the Government Code of the State of California; and

WHEREAS, the proposed annexation territory is within and consistent with the City of Bakersfield Sphere of Influence boundary; and

WHEREAS, the City of Bakersfield agrees to annex the territories to the City of Bakersfield identified as Annexation No. 721, generally located along Highway 99 between Terrell Court and Madrid Avenue, north and east terminus of Elicia Drive, and south of Stockdale Highway between Stine Road and south Real Road; and

WHEREAS, the City agrees to serve the territories upon annexation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that it hereby finds and determines as follows:

- 1. The above recitals, incorporated herein, are true and correct.
- 2. That the City of Bakersfield hereby proposes the annexation to the City of Bakersfield of the territory in Exhibit A and shown on map marked Exhibit B for the project attached hereto, and made a part of this resolution as though fully set forth herein, generally located along Highway 99 between Terrell Court and Madrid Avenue, north and east terminus of Elicia Drive, and south of Stockdale Highway between Stine Road and south Real Road.
- 3. That a plan for providing services within the affected territories of the proposed annexation, in accordance with the provisions of Section 56653 of the Government Code, is marked as Exhibit C, attached hereto and made a part hereof as though fully set forth herein.
- 4. That this proposal for change of organization, to wit, annexation, is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and it is requested that proceedings be authorized for annexation in accordance therewith.
- 5. That the reasons for the proposed change of organization are that some owners of the affected territory desire to receive municipal services from the City of Bakersfield.

- 6. That the laws and regulations relating to the preparation of a notice of exemption as set forth in the California Environmental Quality Act have been duly followed.
- 7. That the territories proposed for annexation as described herein has been determined to be uninhabited pursuant to Section 56046 of the Government Code.
- 9. That the territories proposed for annexation as described herein is within the City of Bakersfield Sphere of Influence boundary.
- 10. That the names of the officers of the City of Bakersfield who are to be furnished with copies of the Executive Officer's Report and who are to be given mailed Notice of Hearing, if any, are:

Julie Drimakis City Clerk City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301

Christian Clegg City Manager City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301

Virginia Gennaro City Attorney City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301

11. That the appropriate City officials shall file the (10) copies of this Resolution, with Exhibits, with the Executive Officer of the Local Agency Formation Commission of Kern County at 5300 Lennox Street, Suite 303, Bakersfield, and CA 93309.



City Coun		ing Resolution was passed and adopted by the at a regular meeting thereof held on g vote:
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER:	ALES, WEIR, SMITH, FREEMAN, GRAY, KAUR
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED		
KAREN GO MAYOR of	o H the City of Bakersfield	
APPROVED VIRGINIA (City Attorn		
	NA GALLARDO-KING City Attorney	
EXHIBITS:	A – Legal Description B – Map C – Plan for Services	

S:\03 Advance Planning\03 Annexations\03 Active\721 - Centennial No. 1\Res Ord\ROA

EXHIBIT "A-1"

Legal Description for

ANNEXATION NO. 721 TO THE CITY OF BAKERSFIELD

THAT CERTAIN REAL PROPERTY LYING IN THE NORTH HALF OF THE NORTH HALF OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.B.M. IN THE UNINCORPORATED AREA OF KERN COUNTY, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE NORTH QUARTER CORNER OF SAID SECTION 2, THENCE, WESTERLY ALONG THE NORTH LINE OF SAID SECTION 2, NORTH 89°05′06″ WEST 160.86 FEET; THENCE, DEPARTING SAID NORTH LINE OF SAID SECTION 2, SOUTH 0°32′04″ WEST 25.00 FEET TO THE SOUTH LINE OF STOCKDALE HIGHWAY AND **THE POINT OF BEGINNING** OF THE REAL PROPERTY HEREIN DESCRIBED;

THENCE, EASTERLY ALONG SAID SOUTH LINE, SOUTH 89°05'06" EAST 225.97 FEET;

THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°04'56" EAST 792.50 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF WILLIAMSON WAY;

THENCE, DEPARTING SAID SOUTH LINE ALONG SAID EAST LINE, SOUTH 0° 34' 49" WEST 154.22 FEET;

THENCE, DEPARTING SAID EAST LINE, SOUTH 89°07'14" EAST 135.55 FEET;

THENCE, SOUTH 0°34'49" WEST 699.82 FEET;

THENCE, NORTH 89°55'12" WEST 145.55 FEET TO A POINT ON THE EAST LINE OF WILLIAMSON WAY;

THENCE, ALONG SAID EAST LINE, NORTH 0°34′49″ EAST 72.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET;

THENCE, NORTHEASTERLY 30.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°28'31" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 50.00 FEET;

THENCE, NORTHEASTERLY 65.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°25'07";

THENCE, NON-TANGENT TO THE PRECEDING CURVE, NORTH 31°12'23" WEST 37.29 FEET;

THENCE, NORTH 72°37'12" WEST 62.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 36.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 50°50'04" EAST;

THENCE, NORTHWESTERLY 31.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°45'13";

THENCE, TANGENT TO THE PRECEDING CURVE NORTH 88°55'09" WEST 20.96 FEET:

THENCE, NORTH 67°45'03" WEST 302.82 FEET;

THENCE, NORTH 61°43'00" WEST 230.16 FEET;

THENCE, NORTH 59°41′23" WEST 106.54 FEET;

THENCE, NORTH 55°21'01" WEST 100.91 FEET;

THENCE, NORTH 54°02′12" WEST 80.46 FEET;

THENCE, NORTH 0°33'24" EAST 25.00 FEET;

THENCE, NORTH 89°26'40" WEST 69.39 FEET;

THENCE, NORTH 0°33'24" EAST 79.05 FEET TO A POINT ON THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 20 OF TRACT NO. 1522 RECORDED IN BOOK 7 OF MAPS, PAGE 62 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

THENCE, TO AND ALONG SAID SOUTH LINE, NORTH 89°25'55" WEST 132.37 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20;

THENCE, ALONG THE WEST LINE OF SAID LOT 20 AND THE NORTHERLY PROJECTION THEREOF, NORTH 0°32′04″ EAST 170.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12.40 ACRES MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 1983, (2004.00), PER RECORD OF SURVEY 3559 RECORDED IN BOOK 30 OF RECORD OF SURVEYS, PAGES 138-147 IN THE OFFICE OF THE KERN COUNTY RECORDER. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B-1", AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

06-05-2023

LINWOOD A. CARLETON, JR, P.L.S. DATE

P.L.S. 6594, EXP. 12-31-23

EXHIBIT B-1

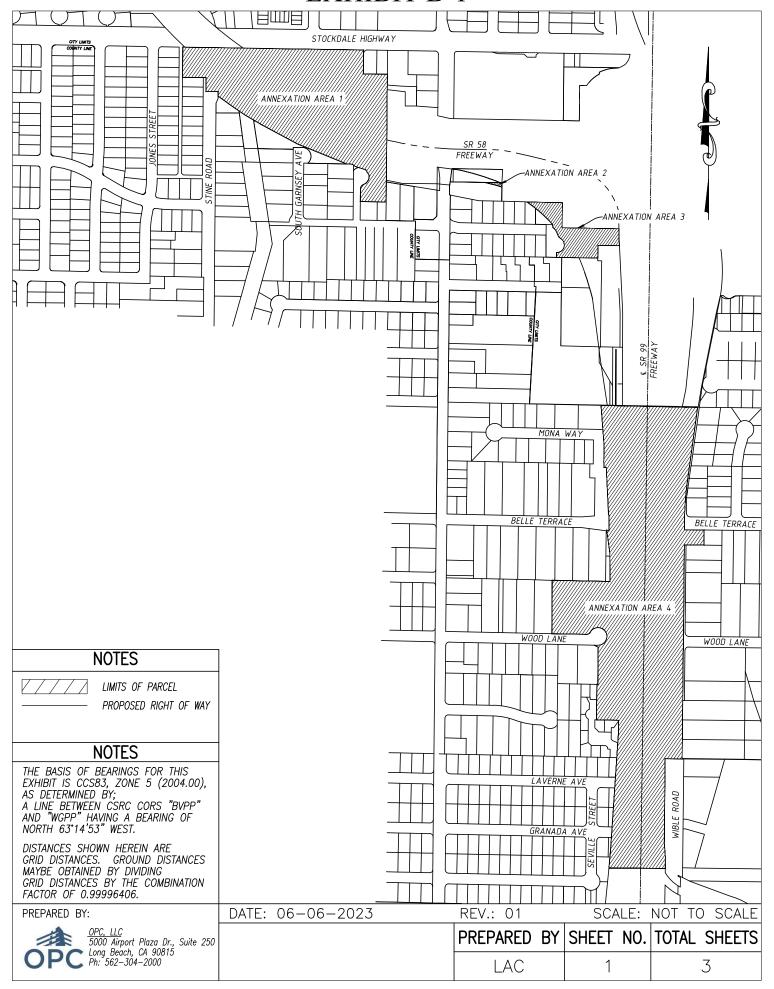


EXHIBIT B-1

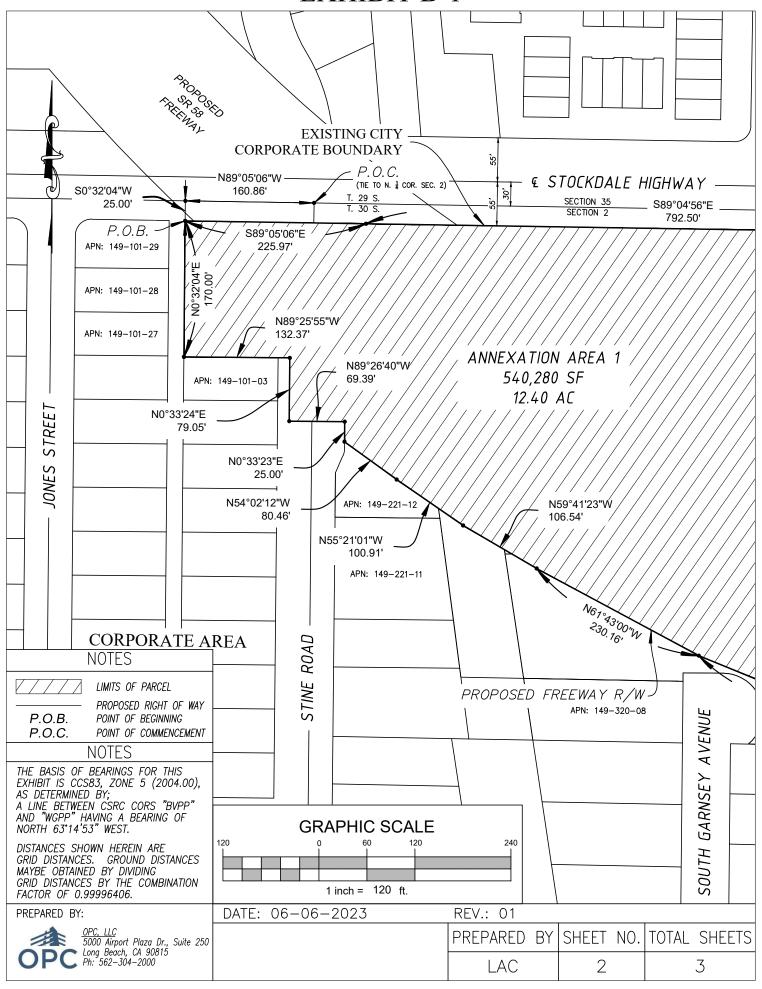


EXHIBIT B-1

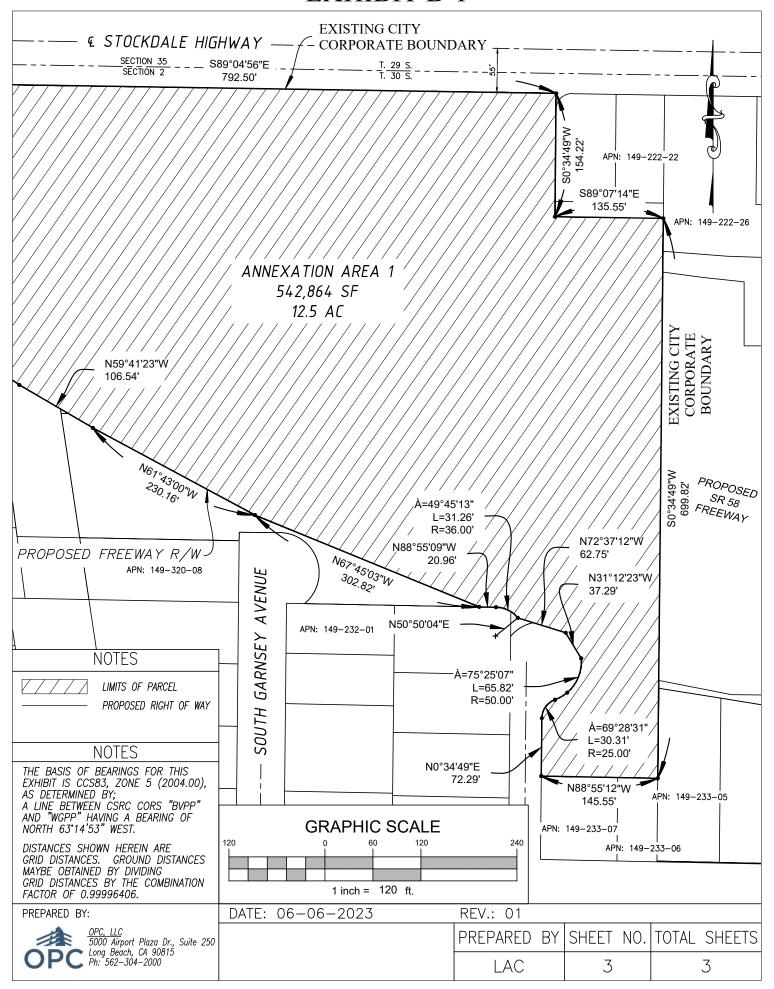


EXHIBIT "A-2"

Legal Description for

ANNEXATION NO. 721 TO THE CITY OF BAKERSFIELD

THAT CERTAIN REAL PROPERTY LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.B.M. IN THE UNINCORPORATED AREA OF KERN COUNTY, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE NORTHEAST CORNER OF TRACT NO. 1334 AS THE SAME IS SHOWN ON THE MAP RECORDED IN BOOK 5 OF MAPS, PAGE 173 IN THE OFFICE OF THE KERN COUNTY RECORDER, SAID CORNER ALSO BEING ON THE EXISTING CORPORATE BOUNDARY OF THE CITY OF BAKERSFIELD (RESOLUTION 21-89, ANNEXATION NO. 327); THENCE, ALONG SAID CORPORATE BOUNDARY AND THE NORTH LINE OF SAID TRACT NO. 1334, NORTH 88°33′59″ WEST 341.61 FEET; THENCE, DEPARTING SAID NORTH LINE AND CONTINUING ALONG SAID CORPORATE BOUNDARY, NORTH 0°35′12″ EAST 79.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1,091.75 FEET AND THE POINT OF BEGINNING OF THE REAL PROPERTY HEREIN DESCRIBED, AND TO WHICH BEGINNING OF CURVE A RADIAL LINE BEARS NORTH 17°36′36″ EAST;

THENCE, FROM SAID **POINT OF BEGINNING**, DEPARTING SAID CORPORATE BOUNDARY, 100.43 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°16'15" TO A POINT ON SAID CORPORATE BOUNDARY:

THENCE, NON-TANGENT TO THE PREVIOUS CURVE, ALONG SAID CORPORATE BOUNDARY SOUTH 89°04'22" EAST 97.25 FEET;

THENCE, CONTINUING WITH SAID CORPORATE BOUNDARY, SOUTH 0°35'12" 24.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,108 SQUARE FEET MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 1983, (2004.00), PER RECORD OF SURVEY 3559 RECORDED IN BOOK 30 OF RECORD OF SURVEYS, PAGES 138-147 IN THE OFFICE OF THE KERN COUNTY RECORDER. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B-2", AND BY THIS REFERENCE MADE A PART HEREOF.

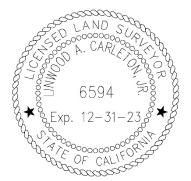
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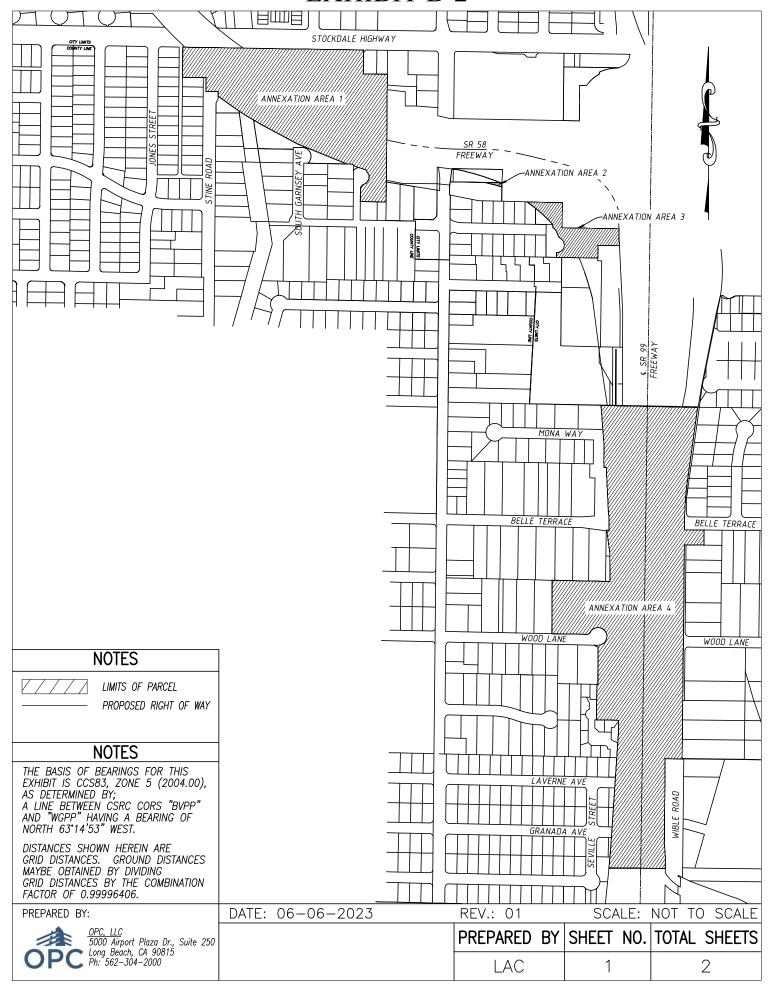
06-05-2023

DATE

P.L.S. 6594, EXP. 12-31-23

LINWOOD A. CARLLTON, JR, P.L.S.





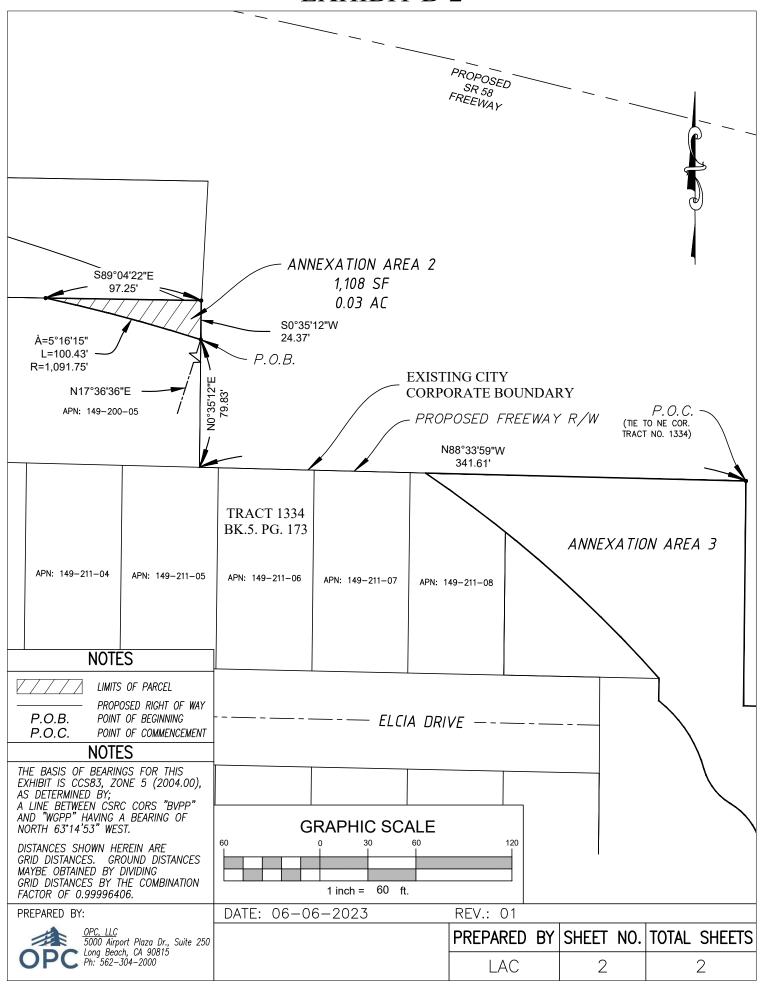


EXHIBIT "A-3"

Legal Description for

ANNEXATION NO. 721 TO THE CITY OF BAKERSFIELD

THAT CERTAIN REAL PROPERTY LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.B.M. IN THE UNINCORPORATED AREA OF KERN COUNTY, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT NO. 1334 AS THE SAME IS SHOWN ON THE MAP RECORDED IN BOOK 5 OF MAPS, PAGE 173 IN THE OFFICE OF THE KERN COUNTY RECORDER, SAID CORNER ALSO BEING ON THE EXISTING CORPORATE BOUNDARY OF THE CITY OF BAKERSFIELD (RESOLUTION 21-89, ANNEXATION NO. 327); THENCE, ALONG SAID CORPORATE BOUNDARY AND THE EAST LINE OF SAID TRACT NO. 1334, SOUTH 0°38′16″ WEST 140.55 FEET;

THENCE, DEPARTING SAID EAST LINE AND CONTINUING ALONG SAID CORPORATE BOUNDARY FOR THE NEXT SEVEN COURSES, SOUTH 88°50'26" EAST 319.84 FEET;

THENCE, SOUTH 1°19'48" EAST 58.44 FEET;

THENCE, SOUTH 2°49'27" EAST 36.71 FEET;

THENCE, NORTH 88°50'25" WEST 120.90 FEET;

THENCE, SOUTH 0°50'35" WEST 71.41 FEET;

THENCE, NORTH 89°16′24" WEST 202.90 FEET;

THENCE, NORTH 88°46'21" WEST 30.00 TO THE SOUTHEAST CORNER OF LOT 20 OF SAID TRACT NO. 1334;

THENCE, DEPARTING SAID CORPORATE BOUNDARY, ALONG THE EAST LINE OF SAID LOT 20, NORTH 0°38'16" EAST 27.42 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 42.50 FEET, AND TO WHICH BEGINNING OF CURVE A RADIAL LINE BEARS SOUTH 1°55'57" WEST;

THENCE, 112.01 FEET NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 151°00'29" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 36.50 FEET;

THENCE, 27.77 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°35'46" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 82.50 FEET:

THENCE, 52.04 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°08'29" TO A POINT;

THENCE, NON-TANGENT TO THE PRECEDING CURVE, NORTH 01°13'39" EAST 13.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 780.23 FEET, AND TO WHICH BEGINNING OF CURVE A RADIAL LINE BEARS NORTH 48°27'34" EAST;

THENCE, 195.02 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°19′15″ TO A POINT ON THE NORTH LINE OF SAID TRACT NO. 1334 AND ON SAID CORPORATE BOUNDARY;

THENCE, ALONG SAID NORTH LINE AND CORPORATE BOUNDARY, SOUTH 88°33′59" EAST 200.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.45 ACRES MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 1983, (2004.00), PER RECORD OF SURVEY 3559 RECORDED IN BOOK 30 OF RECORD OF SURVEYS, PAGES 138-147 IN THE OFFICE OF THE KERN COUNTY RECORDER. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

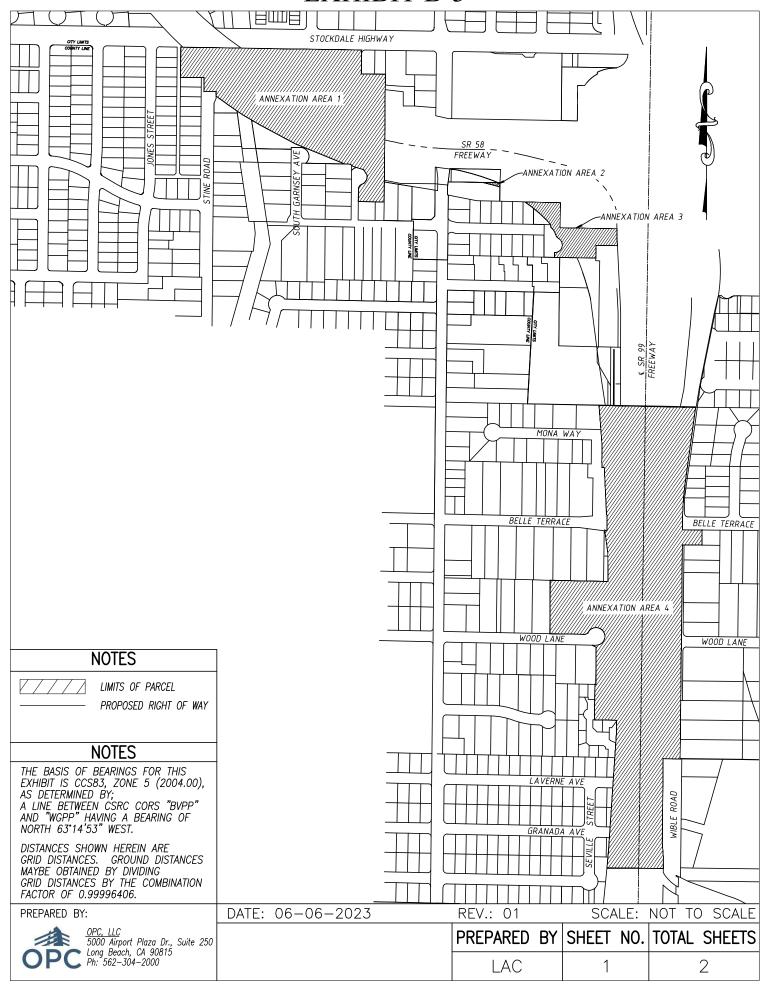
SEE PLAT ATTACHED HERETO AS EXHIBIT "B-3", AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

06-08-2023

LINWOOD A. CARLETON, JR. P.L.S. DATE

P.L.S. 6594, EXP. 12-31-23



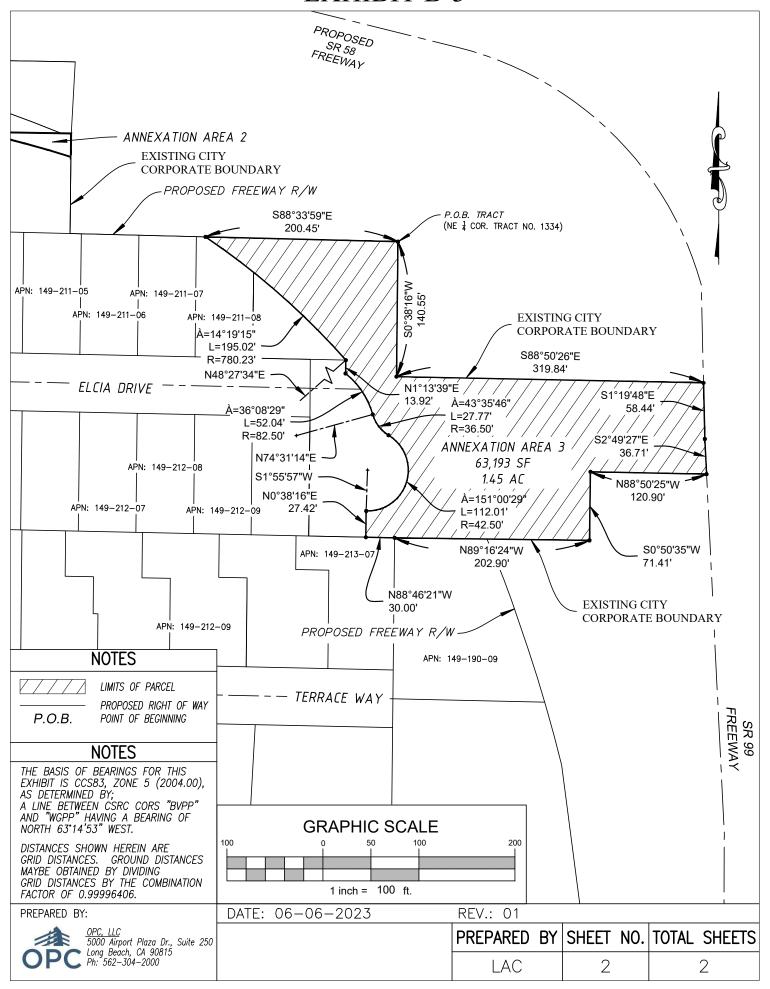


EXHIBIT "A-4"

Legal Description for

ANNEXATION NO. 721 TO THE CITY OF BAKERSFIELD

THAT CERTAIN REAL PROPERTY LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.B.M., AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.B.M. IN THE UNINCORPORATED AREA OF KERN COUNTY, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LANDS HEREIN DESCRIBED, BEING A POINT ON THE SOUTH LINE OF THE EXISTING CORPORATE BOUNDARY OF THE CITY OF BAKERSFIELD (RESOLUTION 21-89, ANNEXATION NO. 327), SAID POINT ALSO BEING ON THE SOUTH LINE OF TRACT NO. 1579 AS SHOWN ON THE MAP RECORDED IN BOOK 7 OF MAPS, PAGE 118 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, FROM WHENCE THE SOUTHWEST CORNER OF SAID TRACT NO. 1579 BEARS NORTH 89 22'54" WEST 82.05 FEET; THENCE, **FROM SAID POINT OF BEGINNING,** SOUTH 7°55'49" WEST 434.66 FEET TO THE BEGINNING OF A TANGENT CURVE;

THENCE, SOUTHERLY 172.96 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE EAST WITH A RADIUS OF 1,390.00 FEET THROUGH A CENTRAL ANGLE OF 7°07'46" TO A POINT;

THENCE, NON-TANGENT TO THE PRECEDING CURVE, SOUTH 0°38'31" WEST 86.79 FEET;

THENCE, SOUTH 89°21'29" EAST 110.85 FEET TO A POINT ON THE SOUTHERLY LINE OF BELLE TERRACE (A COUNTY ROAD, 30' HALF-WIDTH);

THENCE, DEPARTING SAID SOUTHERLY LINE, SOUTH 0°36'49 WEST 85.00 FEET;

THENCE, NORTH 89°21'29" WEST 110.57 FEET;

THENCE, SOUTH 0°37'06" WEST 595.04 FEET;

THENCE, SOUTH 0°37'22" WEST 610.67 FEET TO A POINT ON THE EXISTING CORPORATE BOUNDARY OF THE CITY OF BAKERSFIELD;

THENCE, ALONG THE EXISTING CORPORATE BOUNDARY FOR THE NEXT SIX COURSES, NORTH 89°02'15" WEST 95.47 FEET;

THENCE, SOUTH 0°36'53" WEST 468.42 FEET;

THENCE, SOUTH 0°36'49" WEST 8.61 FEET;

THENCE, SOUTH 0°41'57" WEST 57.58 FEET;

THENCE, NORTH 89°19'46" WEST 317.21 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 99;

THENCE, ALONG SAID RIGHT OF WAY LINE FOR THE NEXT TWO COURSES, NORTH 5°23'32" EAST 78.58 FEET;

THENCE, NORTH 3°54'58" EAST 671.68 FEET;

THENCE, NORTH 0°50'28" EAST 82.21 FEET;

THENCE, NORTH 88°47'34" WEST 124.26 FEET;

THENCE, NORTH 0°36'45" EAST 199.92 FEET;

THENCE, SOUTH 88°48'02" EAST 5.00 FEET;

THENCE, NORTH 0°36'45" EAST 209.59 FEET;

THENCE, NORTH 63°47'49" WEST 24.67 FEET TO A POINT ON THE SOUTHERLY LINE OF WOOD LANE;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 88°47'47" EAST 20.42 FEET TO THE BEGINNING OF A TANGENT CURVE;

THENCE, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY 211.34 FEET ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 242°10′54″ TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY WITH A RADIUS OF 25.00 FEET;

THENCE, SOUTHWESTERLY 27.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°10′54" TO A POINT ON THE NORTHERLY LINE OF WOOD LANE;

THENCE, ALONG SAID NORTHERLY LINE NORTH 88°47'48" WEST 194.48 FEET;

THENCE, DEPARTING SAID NORTHERLY LINE, NORTH 0°36'46" EAST 300.94 FEET;

THENCE, SOUTH 88°44'44" EAST 324.12 FEET;

THENCE, NORTH 0°10'05" WEST 158.34 FEET;

THENCE, NORTH 7°26'47" WEST 131.64 FEET TO A POINT ON THE SOUTH LINE OF BELLE TERRACE;

THENCE, SOUTH 82°37'22" EAST 11.67 FEET;

THENCE, NORTH 1°15′16" EAST 85.48 FEET;

THENCE, NORTH 44°38'54" WEST 5.55 FEET;

THENCE, NORTH 2°40'17" WEST 266.34 FEET;

THENCE, SOUTH 87°19'43" WEST 12.67 FEET;

THENCE, NORTH 2°40'17" WEST 36.02 FEET;

THENCE, NORTH 1°35'44' EAST 80.00 FEET;

THENCE, NORTH 3°51'50" WEST 16.77 FEET;

THENCE, NORTH 4°15'43" WEST 217.29 FEET TO A POINT ON THE EXISTING CORPORATE BOUNDARY OF THE CITY OF BAKERSFIELD;

THENCE, ALONG SAID CORPORATE BOUNDARY FOR THE NEXT TWO COURSES, SOUTH 88°45'16" EAST 432.31 FEET;

THENCE, SOUTH 89°22′54" EAST 112.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.87 ACRES MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 1983, (2004.00), PER RECORD OF SURVEY 3559 RECORDED IN BOOK 30 OF RECORD OF SURVEYS, PAGES 138-147 IN THE OFFICE OF THE KERN COUNTY RECORDER. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

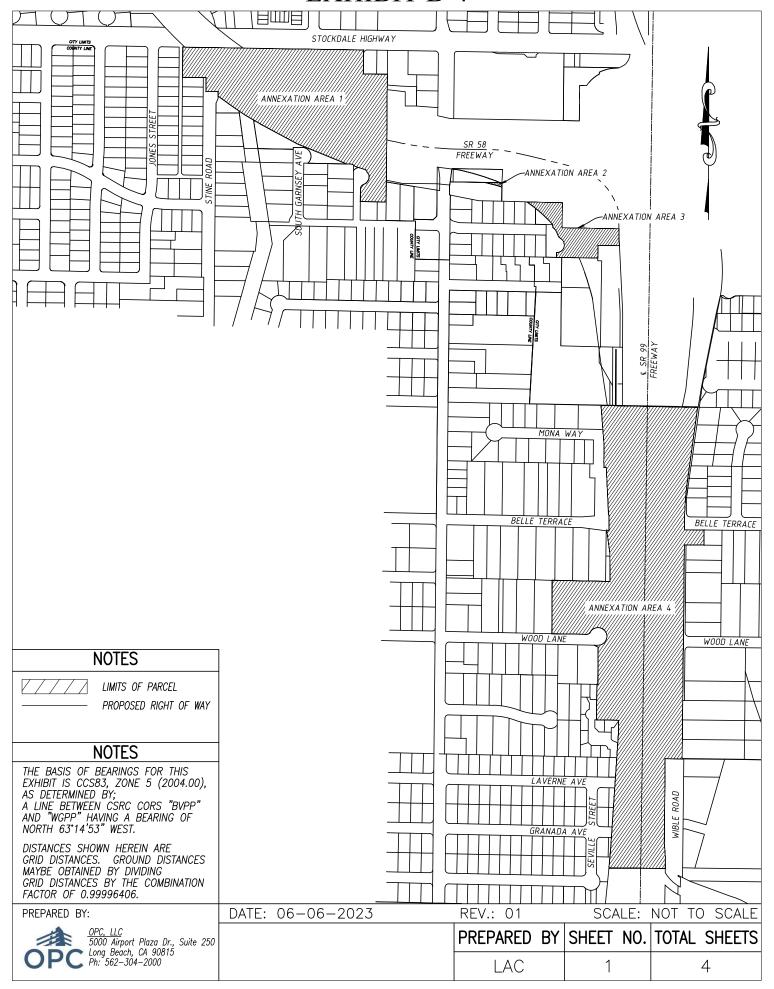
SEE PLAT ATTACHED HERETO AS EXHIBIT "B-4", AND BY THIS REFERENCE MADE A PART HEREOF.

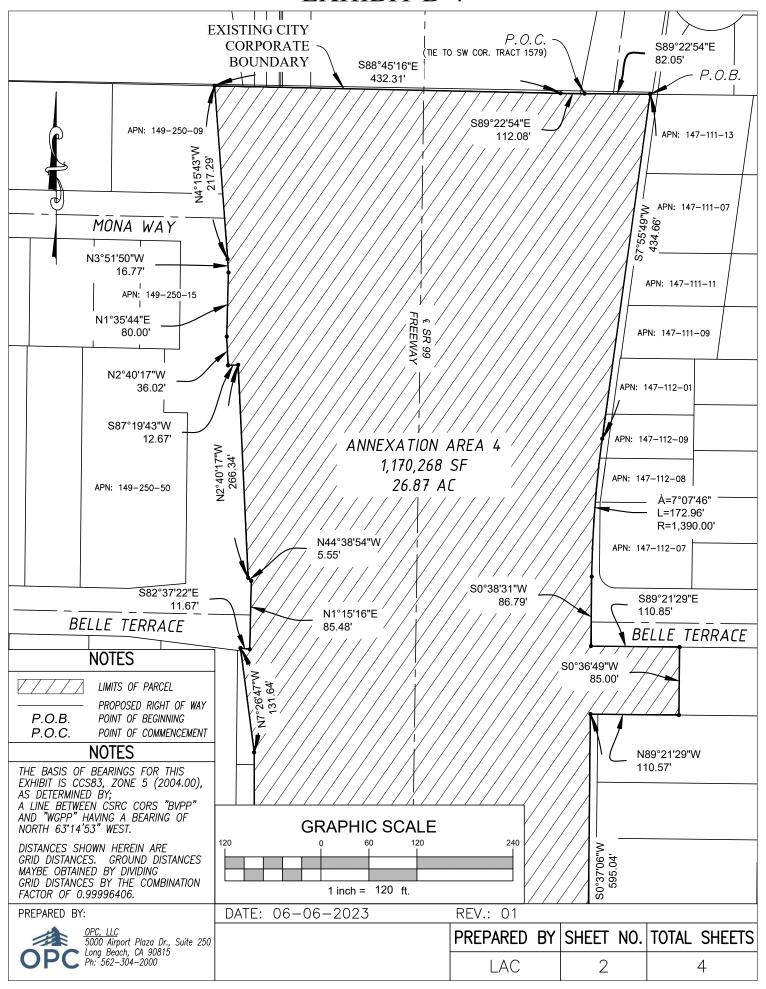
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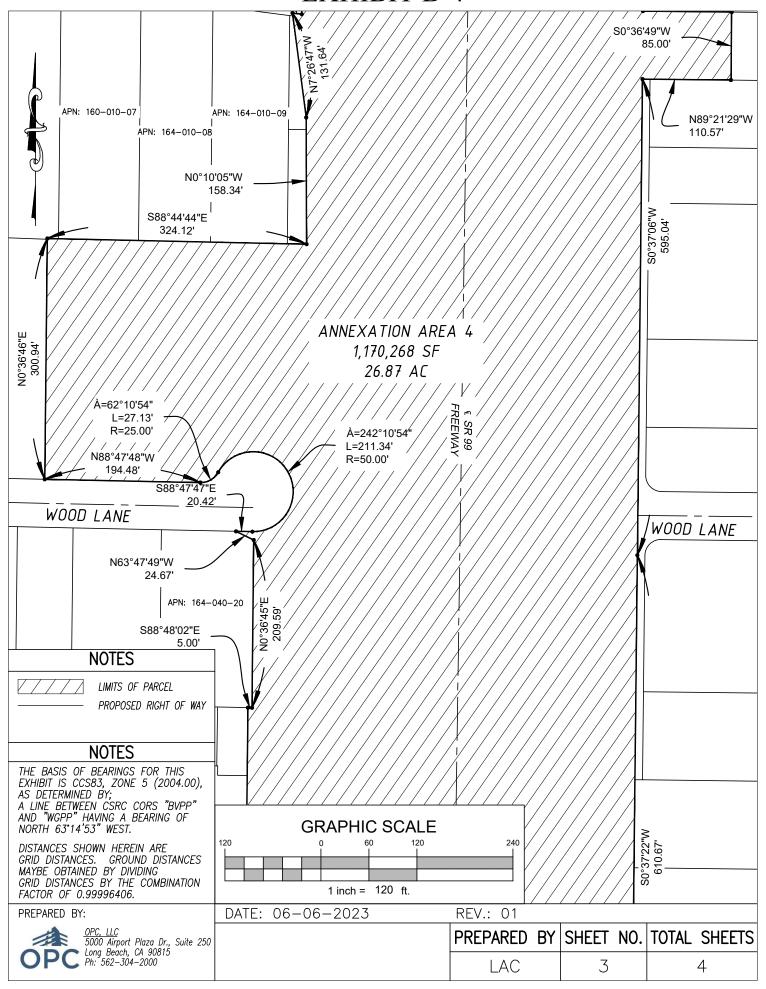
06-05-2023

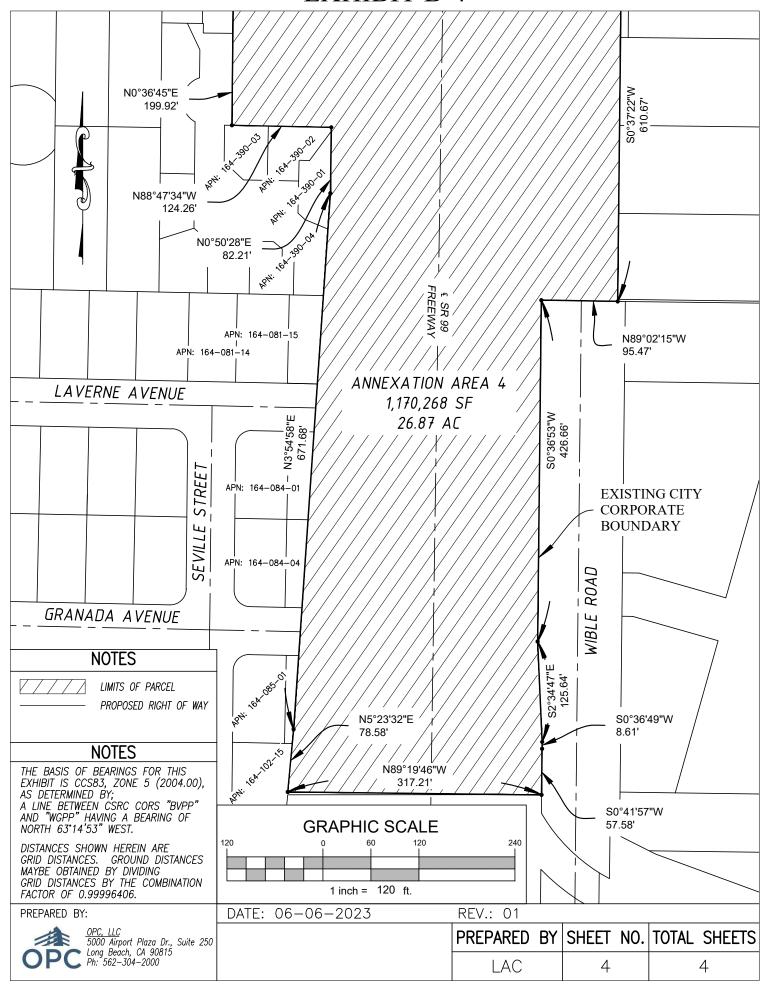
LINWOOD A. CARLETON, JR, P.L.S. DATE

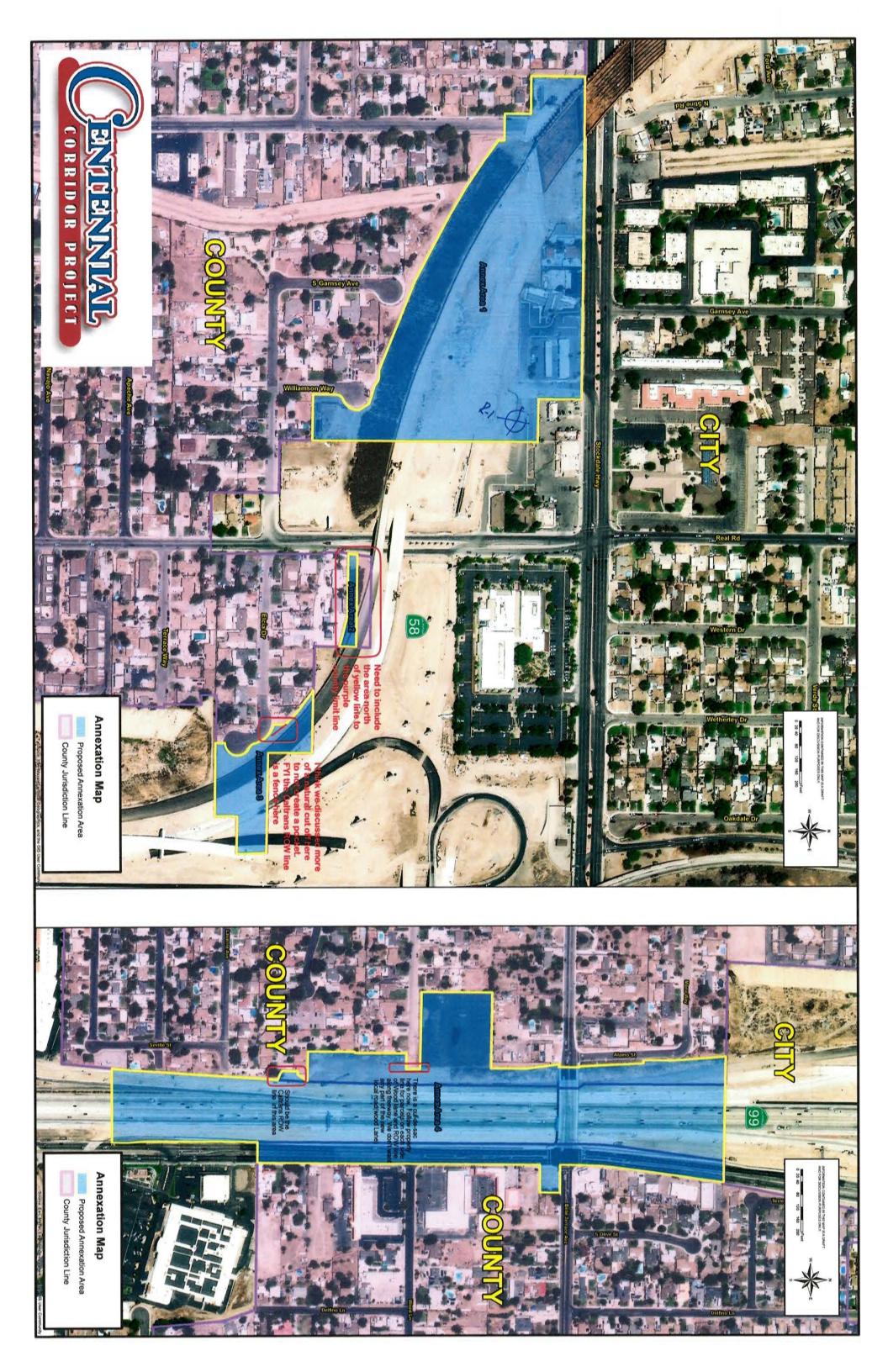
P.L.S. 6594, EXP. 12-31-23











PLAN FOR PROVIDING SERVICES

SERVICE	CURRENT PROVIDER	FINANCED		
Only provide information		<u>BEGIN DATE</u>		Indicate How Services Provided by City/District will
Only provide information on services authorized	Agency Which Presently Provides Services	City/District Will Provide Services		Indicate How Services Provided by City/District will be Financed (i e , general tax rate or special
for applying district.	Flovides Services	Upon	Future Date	assessment
Tor apprying district.		Annexation	(Specify)	
		l .	l	I .

Please provide the following information, when applicable, only for services which will be provided by the applicant City/District. SERVICE LEVEL CAPACITY **SERVICE LOCATION** Indicate frequency and availability of service (i.e. street Indicate location from which service will be provided (i.e., nearest fire station, sweeping, emergency services response time, recreation library, etc.) programs, etc.)



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent - Resolutions h.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 8/11/2023

WARD:

SUBJECT: Dispense with Bidding for the purchase of four (4) front loader trucks for

the Solid Waste Division.

 Resolution determining that front loader trucks can most efficiently be obtained through cooperative procurement bidding procedures from E.M. Tharp Inc., dba Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$2,202,300.

2. Appropriate and transfer \$202,300 Refuse Enterprise Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to complete the purchase of four units.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the purchase.

BACKGROUND:

This purchase of four front loader trucks will replace units that are in need of major repairs and/or meet the criteria for replacement by the Fleet Division. Repair costs for these trucks exceed the value of the units. The fourth unit will be an additional unit beyond that which was previously approved by City Council on June 28, 2023, as part of the 2023/24 fiscal year budget adoption process. All units will be CNG-powered units providing more efficiency.

The City municipal code section 3.20.060(D)(6) allows the City to dispense with bidding when it is determined that the equipment is not available from local vendors and that it is in the best interests of the City, and to the City's economic advantage that such equipment be obtained at the lowest possible cost by entering into a cooperative procurement contract that was competitively bid within the last thirty-six months or is one that is still active and valid.

E.M. Tharp Inc., dba Golden State Peterbilt has entered into a competitive procurement contract with Sourcewell to offer discount pricing for their equipment. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of four (4) CNG-powered front loader trucks from E.M. Tharp Inc., dba Golden State Peterbilt, not to exceed \$2,202,300 for the Solid Waste Division within the Public Works Department. An appropriation and transfer amount of

\$202,300 is necessary to complete the purchase.

Funds are budgeted in the Equipment Management Fund for this purchase.

ATTACHMENTS:

	Description	Type
ם	E.M. Tharp, Inc., dba Golden State Peterbilt, Front Loader Trucks, dispense with bidding, August 23, 2023	Resolution
D	Blue Memo submitted by Finance	Cover Memo

RESOLUTION NO.	

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH **FORMAL** BIDDING PROCEDURES IN THE PURCHASE OF CNG-POWERED FRONT LOADER TRUCKS FROM GOLDEN STATE PETERBILT AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF FOUR VEHICLES, NOT TO **EXCEED \$2,202,300.**

WHEREAS, the City may enter into cooperative procurement contracts for supplies, equipment or materials without competitive bidding pursuant to Bakersfield Municipal Code Section 3.20.060(D)(6); and

WHEREAS, prices offered through national cooperative procurement contracts are generally less expensive than the prices for work, supplies, the City is currently paying; and

WHEREAS, purchasing work, supplies, equipment, or materials for the City through national cooperative procurement contracts is to the City's economic advantage and in the City's best interests; and

WHEREAS, Bakersfield Municipal Code Section 3.20.060(D)(6) allows the City to dispense with bidding procedures when it is determined that work, supplies, equipment or materials are not available from local vendors and that it is in the best interests of the city, and to the city's economic advantage that such work, supplies, equipment or materials be obtained at the lowest possible cost for the quality needed by entering into a city, county, state or federal government cooperative procurement contract that was competitively awarded by another governmental agency within the last 36 months or is one that is still current and active; and

WHEREAS, the process used to determine the vendors for the cooperative procurement contracts herein substantially comply with the City's procurement process, including public advertisement for sealed bids and awards determined on the basis of best value.

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

1. The above recitals are true and correct and are incorporated herein

by reference.

- 2. The Council finds that work, supplies, equipment or materials are not available from local vendors and that it is in the best interests of the city, and to the city's economic advantage that such work, supplies, equipment or materials be obtained at the lowest possible cost for the quality needed by entering into a city, county, state or federal government cooperative procurement contract that was competitively awarded by another governmental agency within the last 36 months or is one that is still current and active.
- 3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(6) of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$2,202,300.
- 4. The Finance Director or his designee is authorized to purchase four Peterbilt CNG-Powered Front Loader Trucks through Sourcewell pursuant to the terms and conditions of Contract No. 060920-PMC with E.M. Tharp, Inc., dba Golden State Peterbilt, and may be amended from time to time and including any options to renew that may be exercised by Sourcewell.
- 5. That the Finance Director or designee is authorized to negotiate and execute any documents that may be necessary to register with, and purchase work, supplies, equipment, or materials from the vendors herein.

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by th	ne Cour	ncil of the City of B	foregoing Resolution was passed and adopted akersfield at a regular meeting thereof held or the following vote:
	YES: NOES: ABSTAIN: ABSENT:	COUNCIL MEMBER	GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR
			JULIE DRIMAKIS, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APP	roved _		
Ву	KAREN Mayor		
VIRG	ROVED A B INIA GE Attorney	_	
Ву		A H. RUDNICK y City Attorney	



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director/RMM

DATE: August 23, 2023

SUBJECT: Agenda Item 8.h. – Dispense with bidding for four front loader trucks.

The background information provided on this agenda item is incorrect. The first paragraph should read:

"This purchase of four front loader trucks will replace three units that are in need of major repairs and meet the criteria for replacement by the Fleet Division. Repair costs for all units exceed the value of the units. The fourth unit will be an additional unit that was previously approved by City Council on June 28, 2023, as part of the 2023/24 fiscal year budget adoption process. All units will be CNG-powered units providing more efficiency."

cc: Christian Clegg – City Manager Virginia Gennaro – City Attorney



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 8/4/2023

WARD: Ward 2

SUBJECT: Resolution to add Area 4-280 (610 & 624 4th Street) to the Consolidated

Maintenance District and approving, confirming, and adopting the Public

Works Director's Report. (Ward 2)

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

On August 9, 2023, the City Council adopted Resolution of Intention No 2179 to add the Area 4-280 to 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 parks and/or street landscaping. For an area where a park has been constructed and/or street landscaping has already been installed, the area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels during the next annual update. For an area where a park and/or street landscaping has not been installed, the area will be assigned appropriate tier levels when improvements are constructed.

The addition of these areas to the Consolidated Maintenance District are not prohibited by Proposition 218.

The City of Bakersfield has received a letter from the owner(s) of the property listed 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 subdivision requirements. The owner(s) also have submitted a Proposition 218 ballot indicating consent to the assessment.

In order to provide future property owners 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 the Resolution.

AT 7	ΓΑ	CH	IM	ΙEΙ	N٦	rs:

Description Type

RESOLUTION ADDING AREA 4-280 TO THE CMD

□ MD 4-280 EXBIT 1-H

Resolution Exhibit

RESOLUTION NO.	
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A RESOLUTION ADDING TERRITORY, AREA 4-280 (610 & 624 4th STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; APPROVING, CONFIRMING AND ADOPTING 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, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

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"); and

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add Area 4-280 (610 & 624 4th Street) generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

WHEREAS, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2179 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-280, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-280 (610 & 624 4th Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 4-280 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
- 3. Exhibits "A" and "B" describe the additional territory.
- 4. All parcels within this additional territory shall be 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 - Long Beach - Anaheim /All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "H") are attached hereto.
- 5. The Kern County Tax Collector is hereby authorized to collect such assessments.
- 6. Beginning in the 2024-2025 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare

an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.

7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

adopted, by		RTIFY that the foregoing Resolution was passed and City of Bakersfield at a regular meeting thereof held on by the following vote:
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER	AS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR
		JULIE DRIMAKIS, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED:	:	
By KARE Mayor	EN GOH	
APPROVED	AS TO FORM:	
VIRGINIA G	ENNARO, CITY A	TTORNEY
	IANA GALLARDO	D-KING
Attachmer	nts: Exhibit "C"	Exhibit "G"
Exhibit "1"	Exhibit "D"	Exhibit "H"
Exhibit "A"	Exhibit "E"	
Exhibit "B"	Exhibit "F"	

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-280

Fiscal Year 2023-2024

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 610 & 624 4TH Street 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 within parks 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 hardscaped and/or landscaped street 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, hardscaping and/or landscaping 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, hardscaping and/or landscaping street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "B" is being added to the Consolidated Maintenance District for the maintenance of a park and public hardscaping and/or landscaping 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-Long Beach-Anaheim/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping and/or hardscaping median improvements have been installed. When park and/or street landscape and/or hardscaping median 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 and/or hardscaping median improvements 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, GREGG STRAKALUSE, 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 2023-2024 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:	_
GREGG STRAKALUSE Public Works Director	

City of Bakersfield

LEGAL DESCRIPTION

Area 4-280

An area located in Section 31, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 22-0312 610 & 624 4th Street Bakersfield California

Containing: 0.48 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-280) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





EXHIBIT "C" 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 Parks and Recreation Dept. through separate policy.

Multiplied by

The number of Equivalent Dwelling Units (EDU's as defined on page 2 of this exhibit) for

(EDU):

the parcel.

Multiplied by

(Tier):

The factor for the tier level, which equals the street or tier number. This tier is assigned by the Parks and Recreation 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 a maintenance district, or updating the maintenance district documents as a condition of a zone change, or general plan amendment, or grading permit, 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Space / Lot

71 EDU per Unit

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	7.26
R-2	17.42
R-3	34.85
R-4	72.6
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 4-280

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

2023-2024 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	\$0.00
NET AMOUNT TO BE ASSESSED	\$0.00

^{**} Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-280

ASSESSMENT ROLL

FISCAL YEAR 2023-2024

Assessor's Tax No.		Total amount to be collected for FY (2023-2024)
009-403-14-00-1 009-403-13-00-8	0	\$0.00 \$0.00 \$0.00

Total \$0.00

RECORDING REQUESTED BY AND FOR THE BENEFIT OF THE CITY OF BAKERSFIELD

WHEN RECORDED MAIL TO:

CITY CLERKS OFFICE CITY HALL 1600 TRUXTUN AVE. BAKERSFIELD. CA 93301

MD 4-280

THIS SPACE FOR RECORDER'S USE ONLY

No recording fee required: exempt pursuant to Government Code Section 27383

Government agency acquiring title – exempt from Documentary Transfer Tax per R & T Code 11922

GC 27388.1(a)(1): Recorded document is expressly exempted from payment of recording fees (FBO) Govt. agency)

Existing Legal: BEING A PORTION OF THE NE QUARTER OF SECTION 31 T.29S., R.28E., M.D.B. & M. ALSO BEING A PORTION OF LOT 2 IN BLOCK 3 OF UNION ADDITION PER KERN COUNTY SALES MA NO. 1 OF LANDS OF J.B.HAGGIN DATED MARCH 16, 1889 AND RECORDED MAY 3, 1889 DESCRIBED AS: THE EAST 200.00' OF THE WEST 250.00' OF SAID LOT 2

Map or Project Number: <u>SPR No. 22-0312</u> **ATN(s):** 009-403-14-00-1 & 009-403-13-00-8

COVENANT DISCLOSING INCLUSION IN MAINTENANCE DISTRICT

The real property herein described is located within the Consolidated Maintenance District and may be assessed on an ongoing, yearly basis for maintenance of a public park and landscaping on public rights-of way within the district. The appropriate Street and Park Tiers will be assigned by the Parks and Recreation Department. Assessment is imposed in accordance with California Proposition 218 with the Consent of the Majority Property Owner(s) as can be seen on the ballot cast and attached as Exhibit 'A'.

Although this property may have been assessed a lesser amount in the present tax year, the ultimate estimated annual assessment for maintenance of a public park and public landscaping based on full build out of this district, is \$252.96 per equivalent dwelling unit, based on fiscal year 2022-2023 dollars and labor costs of the 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. (See Bakersfield City Council Resolution No. 019-05.) This covenant may not be amended or modified without the prior approval of the City of Bakersfield. This covenant shall run with the land.

Dated This: 6-15-2023

Bakersfield Senior Center, Inc., a California non-profit corporation:

Lilli Parker

Executive Director

City of Bakersfield:

Gregg Strakaluse Public Works Director

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.

attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Kern
On June 15, 2023 before me, Maria M. Guzman, Notary Public
(insert name and title of the officer)
personally appeared
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. MARIA M. GUZMAN Notary Public - California Kern County Commission # 2316915 My Comm. Expires Dec 23, 2023
Signature (Seal)

Exhibit 'A' to the Covenant Disclosing Inclusion in a Maintenance District. PROPOSITION 218 BALLOT

CITY OF BAKERSFIELD CONSOLIDATED MAINTENANCE DISTRICT

This assessment ballot is for the use of the property owner of the parcel(s) identified below, which are proposed to be included in the City of Bakersfield Consolidated Maintenance District (CMD). This assessment ballot may be used to express either support for or opposition to inclusion within the CMD. To be counted, this assessment ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner.

[TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE]

OFFICIAL ASSESSMENT BALLOT

Property Owner: Bakersfield Senior Center, Inc., a California non-profit corporation

Property description: 610 & 624 4th Street / ATN(s) 009-403-14-00-1 & 009-403-13-00-8 (Address & Or ATN(s))

The individual annual assessments for fiscal year 2022-2023 shall not exceed <u>\$ 252.96</u> per equivalent dwelling unit plus any costs incurred by the City from the County Assessor's office for adding parcels to the Tax Roll. **NOTE:** In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles–Riverside–Orange County/All Urban Consumer Price Index.

ASSESSMENT BALLOT MEASURE

Shall the City Council of the City of
Bakersfield include the above described
property within the Consolidated Maintenance
District and levy an assessment not to exceed
the amount set forth above?

✓ Yes
✓ No

Owner Signature:

Lilli Parker

Title (if representing owner): Executive Director, Bakersfield Senior Center, Inc.,

a California non-profit corporation

Date: <u>6-15-2023</u>

Inclusion of a Subdivision into the Consolidated Maintenance District

City of Bakersfield - Public Works Department Attn: Manpreet S. Behl 1600 Truxtun Avenue Bakersfield, California 93301

Dear Mr. Behl:

RE: Inclusion of Site Plan Review No. 22-0312 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within Site Plan Review No. 22-0312 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 \$ 984.00 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 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,	~ ~
- ·	() (4)
Julle	Jacker
Lilli Parker	()

Executive Director

Bakersfield Senior Center Inc., a California non-profit corporation

Ce-15-2023

Date



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements j.

TO: Honorable Mayor and City Council

FROM: David Lyman, Convention Visitor Bureau Manager

DATE: 8/1/2023

WARD:

SUBJECT: Agreement with Arthur and Hansen, LLC (not to exceed \$300,000) for

social media content production and management services.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

On June 26, 2003, Visit Bakersfield issued a Request for Proposals (RFP) for Social Media Content Production and Management Services. These services are vital for Visit Bakersfield to market Bakersfield as a destination for events and leisure travel. Cypress Avenue Media, part of Arthur and Hansen LLP, met all the requirements outlined in the RFP and was chosen for this three-year contract. Funding for this agreement would be paid from Visit Bakersfield's operating budget which is funded solely from Transient Occupancy Tax (TOT) revenues. No General Fund revenues are used for Visit Bakersfield's operations. This agreement has been approved by the Visit Bakersfield board of directors.

ATTACHMENTS:

Description
Type

Agreement w/ signature vendor
Exhibit A
Backup Material
Insurance
Backup Material
Backup Material
Backup Material
Backup Material

AGREEMENT NO	
AGREEMENT NO	

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This Independent Contractor's AG	GREEMEN	NT ("⊅	greement	") is n	nade (and
entered into on	_, by (and	between	the	CITY	OF
BAKERSFIELD, a municipal corporation (refe	erred to	herei	in as "CITY"	'), an	d ART	HUR
AND HANSEN, LLC, dba as CYPRESS AVENU	JE MEDIA	A ; au	thorized to	do k	ousine	ss in
California (referred to herein as "CONTRAC	CTOR").					

RECITALS

WHEREAS, CITY is seeking social media content production and management services for the purpose of marketing Bakersfield as a destination for events and leisure travel; and

WHEREAS, CITY issued a Request for Proposals (RFP) and CONTRACTOR submitted a proposal to provide social media content production and management services for CITY's Visit Bakersfield social media platforms; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of social media content production and management services for social media profiles.

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 social media production and management services as described in the Cypress Avenue Media Social Media Content Production and Management Services Proposal and Addendum (Exhibit A), which is attached hereto and incorporated by reference herein. CONTRACTOR further agrees to cede the rights of all digital assets created under this agreement to CITY ("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"): Five Thousand dollars (\$5,000) per month from the date of full execution of the Agreement. Additionally, CITY will pay up to One Hundred Twenty Thousand dollars (\$120,000) based on an hourly fee for video/photo/graphic design services for other requests or projects during the term of this agreement. Service fees are outlined in **Exhibit A**.

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 Three Hundred Thousand dollars (\$300,000) for performing the Scope of Work.

- **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate August 31, 2026.
- **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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>DIRECTION</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. 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 licensees or professional degrees.
- 13. <u>STANDARD OF PERFORMANCE</u>. 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.

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").
 - **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.
 - **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.
- 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. <u>INDEMNITY</u>. 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. <u>ASSIGNMENT</u>. 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.
- **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. <u>FURTHER ASSURANCES.</u>** 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. <u>NOTICES</u>. 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: ARTHUR AND HANSEN, LLC.

4130 Ardmore Avenue, Suite 202 Bakersfield, California 93309

661-742-3307

- **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- **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 N	umbe	r <u>83-1532328</u>	
CONTRACTOR is a corporation?	Yes_	No <u>x</u>	
·		(Please check one.)	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	
	DocuSigned by:
	Jason Arrigu
By:	By:
KAREN GOH	JASON ARVIZU
Mayor	Principal Advisor
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
Ву:	
ELIZABETH VILLANUEVA	
Deputy City Attorney	
Insurance:	

S:\Agreements\Arthur And Hansen DBA Cypress Avenue Media\2023 Agreement Materials\Arthur And Hansen Agreement 2023.Docx

City Manager's Office		
Ву:		
·	C. SCOTT ANDREWS Assistant City Manager	
COUI	ntersigned:	
Ву:		
	RANDY MCKEEGAN	
	Finance Director	

Attachment: Exhibit A – Cypress Avenue Media Social Media Content Production and Management Services Proposal and Addendum

CYPRESS AYENUE MEDIA

Visit Bakersfield

SOCIAL MEDIA CONTENT PRODUCTION
AND MANAGEMENT SERVICES

Prepared for: David Lyman, Manager

Prepared by: Cassidy George - Cypress Avenue Media - Director of Marketing

Issued: July 10, 2023



Dear Visit Bakersfield Social Media Selection Committee,

hank you for inviting Cypress Avenue Media to submit a proposal for Visit Bakersfield's Social Media Content Production and Management. We're excited to help Visit Bakersfield showcase our community to the world. We're a Bakersfield-based marketing and media agency focusing on community organizations, non-profits, and public initiatives for the greater good.

Cassidy George
Director of Marketing

Cypress Avenue Media

Meet Our Team



Cassidy George Director of Marketing

Cassidy is a third-generation Bakersfield native who graduated from San Diego State University with a degree in Journalism & Media Studies with an emphasis in Public Relations. She has been the project lead with all of Cypress Avenue's clients. She helped the Bakersfield Women's Business Conference navigate the impacts of the pandemic to retain all conference sponsors through a creative social media and marketing campaign that sustained engagement for the conference until it could be successfully hosted in April 2021 and most recently helped with the success of BWBC 2022 & 2023. She is currently leading digital marketing and communications to 600+ members of the Kern County Builders Exchange.



Jason Arvizu Principal Advisor

Jason is also a third-generation Bakersfield native who has worked on projects for clients around the world. He specializes in developing marketing and training material for public and workforce safety campaigns. His client list includes OSHA, Chevron, and FEMA. He has previously served as Board President for the Alisa Ann Ruch Burn Foundation and an executive board member for the Bakersfield Marathon. Jason is currently developing and delivering a campaign to integrate Human and Organizational Performance concepts for Tengizchevroil in Kazakhstan. He graduated from CSUB Summa Cum Laude with a degree in Economics and Occupational Safety and still lives in Bakersfield with his wife and daughter.



Erika Baltazar Development Manager

Erika's background in procurement and business development plays a critical role in linking marketing plans to your organization's strategic plan. She specializes in helping small businesses grow from her experience with California's High Speed Rail Project and California State University's Small Business Development Center. She now supports nonprofits like the Central California Builders Exchange and Habitat for Humanity grow and engage their member base. She also works on the front lines through direct outreach and telling the story of organizations to grow their base and support.



Scout Claassen Media Production Manager

Scout landed in Bakersfield after living across the United States and traveling around the world for video projects. His technical expertise in video production editing and photography has positioned Cypress Avenue to be able to deliver broadcast-grade video content and marketing that has been used by every local television station in Kern County. He has been behind the camera for all of Cypress Avenue's video projects and continues to elevate the production value of each client we serve.



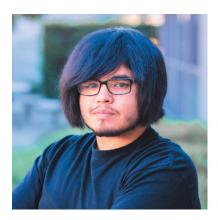
Crystal Meyer Marketing Advisor

Crystal's role focuses on client management and content creation. She specializes in telling an organization's story to the masses using compelling copy, scriptwriting, and visuals. Her vast knowledge of social media is evident in our clients' aesthetic feeds and reels videos. Crystal graduated from California State University Bakersfield with a degree in Business Admin in concentration in Management, and A.S. in Sociology and currently hosts a faith-based podcast, Coffee with Crystal. In April 2022, she hosted a workshop at the Bakersfield Women's Business Conference and will be speaking at SHRM Symposium this Fall.



David Serrato Lead Graphic Designer

David is our lead graphic designer and boasts skills in graphic design and motion graphics. Using Adobe Creative Cloud apps like Illustrator and Photoshop, he continues to deliver on client expectations time and again creating social media graphics, logos, flyers, brochures, or any other print material needed. His favorite part about working with clients is helping bring their stories to life visually through design. David joined us in 2022 from Bakersfield College with a Liberal Arts associate degree in Studio Arts.



Gabriel Salas Media Production Specialist

Gabriel, a Los Angeles native, relocated to Bakersfield, where he earned a Commercial Music certificate from Bakersfield College allowing him to refine his audio engineering skills and work with local artists on their music production. Additionally, Gabriel contributed to various podcast productions, expanding his experience in media production, and gaining knowledge of sound design and audio post-production. Through his work in the music industry and podcasting, Gabriel gained a wealth of practical knowledge and hands-on experience that laid the foundation for his future creative endeavors.



Helen Evangelista Marketing Advisor

Helen is our newest team member joining us from Cal State Bakersfield's Marketing program. She currently assists with account management, content creation, and copywriting consistently driving positive outcomes for our partners. Helen has always been captivated by the art of storytelling and the power of social media. Since becoming a team member, she has also developed her skills and portfolio in graphic design and photography.

Purpose

Elevate Bakersfield as a destination through a visitor-centric social media strategy showcasing what our community has to offer for events, leisure, travel, and commerce.

Facilitate:

a consistent and strategic approach to Visit Bakersfield's social media management.

2 Increase:

production value of Visit Bakersfield's social media assets for long-term use.

Build:

relationships with community partners to expand social media reach and impact.

Target:

content development and posting schedules to support topics for tourism, conventions, hospitality, the film industry, and commerce.

Demonstrate:

Visit Bakersfield's organizational value to City and Community Stakeholders.

Develop Marketing Collateral

Here is a summary of the formats that may be produced by Cypress Avenue. Platforms and media type to be determined by selected budget alternative.

Social Media:

Video, carousel, and static content for Visit Bakersfield social media accounts across platforms (e.g., Facebook, Instagram, LinkedIn).

2 YouTube:

Management of all produced videos on Visit
Bakersfield's YouTube channel for hosting back to
social media platforms and retention as future
marketing collateral.

3 Print and Mobile Resources:

Print and mobile-friendly material designed for target audiences as supplemental guidance and calls-to-action (e.g., benefits for hosting conferences in Bakersfield, Successes of Film Industry projects in Bakersfield).

4 Bilingual:

Cypress Avenue also has in-house capabilities to develop and deliver marketing collateral in Spanish.

Approach

Visioning Session with Visit Bakersfield Leadership:

Align on campaign objectives and scope with leaders, agree on end-state vision, and align resources.

2 Align Visual Identity:

Adopt Visit Bakersfield's branding standard to the visual identity of the campaign.

Branding will be consist across all platforms and media.

Frame Messaging:

Based on input from the visioning session, frame the key messaging that will be used across media channels. This will also guide consistency with cross-pollinated posts and shares by community partners.

Monitor Metrics & Feedback:

Metrics for reach and engagement will be tracked monthly. The data will inform potential modifications to messaging, audience, and publishing tactics. 5 Facilitate Advertising-Buys:

If strategy session identifies opportunities to expand reach or engagement, facilitate advertising-buys for target audiences in Visit Bakersfield's market.

Allocations will be approved by Visit Bakersfield and prepaid prior to placement. All buys facilitated by Cypress Avenue will include a 12% media management fee. This option will only be used if there is a business case for the advertising investment.

6 Build Media Assets:

Capture photo and video content to support messaging. Cypress Avenue has the internal capability and equipment to produce all media assets and marketing collateral required for the project. This includes outreach and coordination with community partners and stakeholders.

Produced assets will meet the associated standards and specifications to ensure compatibility with media platforms (e.g., H.264 for YouTube). All posted media assets and marketing collateral will be provided to Visit Bakersfield for future use beyond the current contract.

Budget & Duration

For the deliverables listed in the Approach section of this proposal, Cypress Avenue proposes the following budget options, based on the scope of marketing collateral:

Platform	Deliverables		
Media	Weekly (7) static posts (3) carousel / "stories" posts Monthly (2) 60-second videos for social media/ YouTube		
Platforms	· Facebook· Instagram· LinkedIn· YouTube		
Photography	Provide photos from 3 scheduled events per month.		
Budget (Monthly)	\$5,000		

If approved, Visit Bakersfield will be invoiced for the first month upon signing a Professional Services Agreement with Cypress Avenue.

The balance will be invoiced at the end of each month upon completion of the month's deliverables.

The attached proposal, portfolio, and letters of recommendation should demonstrate our technical qualifications, but we want to highlight a few key differentiators for the selection committee's consideration:

Bakersfield Locals

Each of our team members were born, raised, or made the decision to move here for what Bakersfield has to offer. We want to help others share those experiences. Learn more about us!





In-House Capability

Social media content development and management is only one facet of what we do without having to subcontract. For example, we've invested in cinema-grade video equipment and personnel to produce everything from broadcast commercials to print material.

We also specialize in website design, email marketing, and search engine optimization (SEO). Our largest investment was a Sony Air Peak S1 Professional Drone as the new industry standard for ariel video. We're ready to continue growing the production value of Visit Bakersfield's media assets.

Compliance with contract requirements

Our general liability, worker's compensation, and professional services errors and omissions policies exceeds the requirements of the RFP.

We also understand the transparency and accountability required for government-managed organizations. We're your partners in those engagements with the Board and City Council to demonstrate the value of your investment in Cypress Avenue.

Community Partnerships

Our general liability, worker's compensation, and professional services errors and omissions policies exceed the requirements of the RFP.

We also understand the transparency and accountability required for government-managed organizations. We're your partners in those engagements with the Board and City Council to demonstrate the value of your investment in Cypress Avenue.











Client List



















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KORENA.

Kern County Builders Exchange



















RINGING USINESS ACK

Bakersfield Women's Business Conference













Kern County Builders Exchange

Dear Mr. Lyman,

It is with much enthusiasm that I am writing to recommend the services of Cypress Avenue. I have been working with Cypress Avenue since 2018, where they support all of the Kern County Builders Exchange's marketing, branding, and social media. They are KCBEX's partner of choice for all marketing needs and have been a founding member of the KCBEX Professional Services Group (PSG). In addition, their social media services are exemplary as they consistently provide impactful visuals and analytics to help drive our organization forward.

They work closely with our leadership to ensure that topics and objectives are consistently being met. Cypress Avenue has developed content calendars to see what the next month's priorities are and adjust as needed. Their research and commitment to excellence guarantee that our posts are touching on topics in real-time.

I can confidently say that their professionalism and knowledge base has elevated KCBEX's social media presence. I'm happy to recommend the services of Cypress Avenue. If you have any questions, please feel free to contact me at (661) 324-4921 or at mikinp@kcbex.com.

Sincerely,

Mikin Plummer Executive Director

Kern County Builders Exchange





GOLDEN STATE PROCUREMENT TECHNICAL ASSISTANCE CENTER

Dear Visit Bakersfield.

I am the Program Manager of the Golden State PTAC (Procurement Technical Assistance Center), and I am writing to recommend Cypress Avenue's social media management services.

Since the Golden State PTAC's inception in 2020, Cypress Avenue has remained a constant as our marketing partner of choice. They have helped us establish our social media presence, develop a website, and create print material to give to our clients. Our client base ranges across four counties including Kern, Santa Barbara, San Luis Obispo, and Ventura. Cypress Avenue understands our need for targeting businesses and entrepreneurs in these areas and helped us successfully host more than 30 trainings online and in person this past year.

Our organization's focus is on federal contracting procurement, which could be difficult for business owners and the public to understand. Cypress Avenue consistently develops social media content that is clear and concise despite it being a complicated topic. They also utilize analytics in their social media strategies to monitor post successes and engagement which helps us determine what to modify going forward. Without Cypress Avenue, our organization would have had difficulty building an online presence where businesses and government agencies could easily interact with us. If you have any further questions, please feel free to contact me.

Kind Regards,

Angela Watson
Program Manager
Golden State PTAC



July 25, 2022



NaTesha Johnson Upside Productions Management P.O. Box 6056 Bakersfield, CA 93386

To Whom it May Concern:

It is with great enthusiasm I am writing this letter to recommend the exceptional services of Cypress Avenue.

As the owner of Upside Productions Management, President of The Fox Theater, founder of Upside Academy, Inc. (non-profit), Chairwoman of the Bakersfield Women's Business Conference, and Board of Director of the Kern County Fairgrounds, I've had the privilege of working with Cypress Avenue on multifaceted levels over the last few years. I must admit, Cypress Avenue is my "go-to" referral for all social media management and online needs.

As a client of Cypress Avenue, they have created and developed many social media presences for my organizations where one did not exist. Whether it's through a creation of a video campaign or flier creation, Cypress Avenue unique marketing and social media campaigns always communicated well with our audience which was critical to the success of the organizations.

Cypress Avenue is extremely organized and professional; and through their unique content creation and marketing strategies, our social media platforms continue to soar. Cypress Avenue just knows how to connect the dots with matching brands with the current market. Furthermore, I am always impressed by their monthly analytics updates, and results oriented approach (which is reviewed monthly).

Cypress Avenue has exceptional insight on social media marketing and knows what it takes to be successful online and on social media platforms. They are proactive and extremely talented with wordsmithing as well as naturally incorporating keywords and trending tags to optimize rankings. This talent is hard to come by, but essential to social media growth. The quality of their work speaks for itself, please feel free to visit any of my associated websites to see their work shine:

www.bakersfieldwomen.org (social media management, video production, flier creation, content creation and more), www.oldgoldventures.com (content creation, video production, flier creation, printed materials, social media management), and www.akabakersfield.com/miss-fashionetta (live streaming and video production).

Please let me know if I could provide additional information on why Cypress Avenue can provide that competitive marketing edge for success for your organization.

Should you have any questions, please do not hesitate to contact me 661-281-5007 or email me at info@upsideproductions.biz.

Sincerely,

NaTesha "T" Johnson, M.P.A., CDI

Wa Tesha Johnson

Upside Productions Management
Website: www.upsideproductions.biz

Can you briefly audit our channels and tell us three areas of opportunity and/or improvement?

1. Increase blog posts to drive social media and website traffic.

<u>Visitbakersfield.com</u> is the cornerstone for travelers, tourists, and residents who are interested in learning all there is to do and see in Bakersfield. As a hub for restaurant options, shopping ideas, and local events, driving traffic toward the website is a goal for most of VB's social media posts.

One way this can be achieved is through a consistent blog and social media strategy. VB would benefit from weekly or monthly blog posts that are curated consistently and supported by social media posts. There is no shortage of blog topics for Visit Bakersfield. From "The Top 3 Vietnamese Restaurants in Town" to "Rainy Day Activities in Bakersfield," blog posts would allow a landing space for VB's social media posts where viewers can learn more and be directed to the website.

Blogs are also a way to repurpose static content. For example, "5 Spookiest Spots in Bakersfield," can be utilized and reposted on social media every October creating more views on one static piece of content.

Currently, most blog posts are shared on VB's social media, however, it is still underutilized and could be more consistent.

Can you briefly audit our channels and tell us three areas of opportunity and/or improvement?

2. More videos with high-performing topics like Nature and Architecture.

All Visit Bakersfield videos perform well on Facebook and Instagram. Nature and architecture videos tend to be the highest-performing on average. Visit Bakersfield can capitalize on this by using these topics and elevating them. Not only do they receive high engagement and reach, but these types of videos also promote community and stakeholder collaboration. The ability to tag and share content with other large social media pages is a huge benefit to Visit Bakersfield (e.g., Wind Wolves Preserve).

Examples of new nature and architecture videos might be:

- The Beale Clock Tower
- Woolworth's 2024 opening
- Long-form videos of nearby national forests (Angeles, Seguoia, Los Padres)

3. Share fun facts about Bakersfield through engaging content.

In addition to nature and architecture content, Visit
Bakersfield should capitalize on sharing fun facts about
California's ninth-largest city. Whether it's people, places,
or things, Bakersfield has a unique history that many
don't know about. They delivery of these "fun facts" is
important. Typically, video gains the most traction. We've
seen this through posts like the President's Day "Did You
Know" video. By capitalizing on Bakersfield's rich history,
Visit Bakersfield can take old and interesting facts and
create new engaging content through videos, storytelling,
and interviews.

What is one trend or larger opportunity we should consider in the next year based on this audit and our overall social media objectives?

Visibility on YouTube Shorts.

According to Business Insider, views on YouTube Shorts have generated an average of 50B+ views per day — up from 30B in 2022. This is not a new platform, simply a new feature on YouTube. However, YouTube Shorts now features advertisements creating opportunities for revenue.

The appeal of YouTube Shorts is twofold: creators who post on Shorts are able to attract more viewers to their long-form content and grow their number of subscribers. While VB currently posts any video shorter than a minute to YouTube Shorts, its longer videos are not recycled on other feeds. Shorts can help expand VB's YouTube reach and draw engagement to their page.

Tell us about a client most like ours that you drove results for.

Working with the Kern County Builders Exchange: Since 2019, we've been the media and marketing partner of the Kern County Builders Exchange (KCBEX), a member-driven association that facilitates the link between contractors, architects, and sub-contractors to streamline the bidding process for commercial and public works projects. KCBEX has been a hub of resources for the construction industry since 1929 and serves more than 600 members.

When KCBEX connected with Cypress Avenue, we were tasked with the challenge to maintain and increase its visibility as an organization online and raise awareness about opportunities for contractors amongst members and throughout Kern County. Through weekly social media management, cinema-grade photography and video production, original graphic design for print material, and event coordination, we have aggressively grown KCBEX's digital marketing and branding beyond just Facebook. We expanded their presence to LinkedIn, Instagram, and YouTube generating 800+ new followers, 15,000 video views, and increased website traffic for events without any paid advertising.

Not only have we elevated the photo and video production for KCBEX events and marketing collateral, we have done it quickly and efficiently so external partners can see the value and impact of KCBEX in real time. In other words, we know how to do a fast turnaround for quality projects to help maintain relevancy amid constant changing online trends.

Tell us about a client most like ours that you drove results for.

Working with the Kern County Builders Exchange: Cypress Avenue was also instrumental in the development of KCBEX's Professional Services Group which demonstrated KCBEX's value to members, justifying an increase in dues, limiting attrition, and expanding new outreach beyond its traditional services.

An example of those additional services includes industry outreach events between prime contractors and subcontractors. Using compelling print/social media graphic design and targeted messaging, we successfully marketed these events to attract external construction companies to Bakersfield resulting in multiple profitable connections between local businesses and East Kern and China Lake.

With the combination of high-quality video and captivating social media content, KCBEX's status as a construction association has been elevated resulting in increased membership, community visibility, and more opportunities for local construction businesses.

Our efforts with KCBEX also opened the doors for Cypress Avenue to gain a social media management contract with the Central California Builders Exchange in Fresno.

Fast Forward a year from now - What Metrics, KPI's or anticipated results would you have to showcase the value of this partnership?

A quick look into the future:

There's two ways to demonstrate success of our partnership. The traditional methods to quantify Visit Bakersfield's follower count, engagement metrics, and video views to increase after one year. This would be relative to the baseline metrics at the start of our partnership and can be trended over time.

More critically, we want to enable others to be advocates for our town. If steps toward video marketing are made and stronger partnerships and collaborations are established, Visit Bakersfield's social media presence would not only attract outside tourism and travel, but it would also demonstrate stronger credibility for VB as an organization within our community.

We would expect to see more user-generated content from both Bakersfield travelers and residents. UGC and consistent posting from VB will help attract professional organizations, tourism, development, entertainment, and more to our city.

Steps Forward

f an agreement is reached, a professional services agreement will be provided by Cypress Avenue for approval by Visit Bakersfield. Cypress Avenue prepared to begin upon approval of the service agreement. Thank you for considering a partnership with Cypress Avenue and please feel free to reach out if you have any other questions regarding this proposal.



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gain, we appreciate your consideration of Cypress Avenue as a competitive candidate. We hope to be your partner-of-choice to showcase all that our hometown has to offer and wish you the best of luck in your selections.

Cassidy George
Director of Marketing

(661) 742-3307 cassidy@cypressave.com

Cypress Avenue Media

4130 Ardmore Ave. Suite - 202 Bakersfield, Ca 93309





Social Media Content Production and Management Services - Addendum

Prepared for: David Lyman, Manager

Prepared by: Cassidy George, Director of Media and Marketing

Issued: July 17, 2023 (Addendum to original proposal)



Scope of Work, which includes four broad categories: Social Media Profiles, Overall Social Media Objectives, Post Guidelines, and Photography and Videography

Social Media Profiles

Cypress Avenue will inventory and integrate with Visit Bakersfield's core social media profiles including Facebook, LinkedIn, and Instagram. Cohesive branding will be aligned across all social media profiles. Posts will also be "cross-pollinated" on all platforms using Hootsuite, an integrated social media management platform.

Overall Social Media Objectives

Cypress Avenue will align on campaign objectives and scope with leaders, agree on end-state vision, and coordinate resources. Our goal is to elevate Bakersfield as a destination through a visitor-centric social media strategy showcasing what our community has to offer for events, leisure, travel, and commerce. This will be completed by:

- Facilitating a consistent and strategic approach to Visit Bakersfield's social media management.
- Increasing production value of Visit Bakersfield's social media assets for long-term use.
- Building relationships with community partners to expand social media reach and impact.
- Targeting content development and posting schedules to support topics for tourism, conventions, hospitality, the film industry, and commerce.
- Demonstrating Visit Bakersfield's organizational value to City and Community stakeholders.

Post Guidelines

Cypress Avenue will curate a balance of original photo, video, and graphics, as well as source user-generated content to be used on all Visit Bakersfield platforms. To help engage with local businesses and community partners, we will focus on posts that can tag organizations or other accounts, and geotag locations.

Post Ideas:

- Behind the scenes interview with the owners of breweries on the Visit Bakersfield Brewery Trail
- How-to guide of the Bakersfield Driving Tour, complementing Visit Bakersfield's recent driving tour investment
- List of 5 restaurants 5 minutes from the 99 freeway for people traveling through Bakersfield
- Day trip itinerary (e.g., within 1.5 hours of Bakersfield)
- Showcase the three National Forests within 90 minutes of Bakersfield (Angeles, Los Padres, Sequoia)
- Crystal Palace feature including interviews, fun facts, and live music coverage



- Wedding venue features (e.g., Adelina Villa in East Bakersfield)
- Live music events at World Records to showcase venues other than Mechanics Bank Arena and the Fox Theater
- Bakersfield Comedy Scene (comedy nights and live comedy shows)
- First-hand point-of-view with an artist at Via Arte

Monitor Metrics & Feedback—Cypress Avenue will monitor metrics and provide monthly updates to Visit Bakersfield leadership. We will capture analytics such as impressions, engagement, video views, and other forms of organic reach. The data will inform potential modifications to messaging, audience, and publishing tactics.

Media Ad-buys—If the monthly strategy session identifies opportunities to expand reach or engagement, Cypress Avenue can facilitate advertising-buys for target audiences in Visit Bakersfield's market. Allocations will be approved by Visit Bakersfield and prepaid prior to placement. All buys facilitated by Cypress Avenue will include a 15% media management fee. This option will only be used if there is a business case for the advertising investment.

Photography and Videography

Cypress Avenue will manage photography and videography in-house for Visit Bakersfield to help build its content library. Cypress Avenue will work with Visit Bakersfield to identify targeted events, then develop an action plan for content collection. We will capture media from planned shoots, live events, as well as provide scripting, if needed. Based on the content objectives, Cypress Avenue will manage pre-production, post-production, and distribution of all photo and video content.

Produced assets will meet the associated standards and specifications to ensure compatibility with media platforms (e.g., H.264 for YouTube). All posted media assets and marketing collateral will be provided to Visit Bakersfield for future use beyond the current contract.



Itemized Budget—an itemized budget includes a listing of expenses, including descriptions and amounts, necessary to complete the project.

Platform	Deliverables				
Media	Weekly 7 static posts 3 Instagram stories				
	Monthly 2 videos for social media/YouTube (average 60-second length)				
Platforms	FacebookInstagramLinkedInYouTube				
Photography	Provide photos from 3 scheduled events per month				
Budget	\$5,000				

In addition to the monthly deliverables and estimates above, below is a breakdown of the rates itemized by video/photo/graphic design that can be used for other requests or projects throughout the contract period.

Media	Deliverables	
Videography	\$175/hour	
Photography	\$150/hour	
Graphic Design	\$125/hour	

There are no plans for any of the work to be subcontracted, including photography and videography. Cypress Avenue is equipped with broadcast-grade media equipment operated by in-house video production team. Cypress Avenue will refer to GSA rates and IRS mileage for any travel expenses. Travel expenses will require approval by Visit Bakersfield before they are incurred. Reimbursement will be at-cost with no additional markup.

If approved, Visit Bakersfield will be invoiced for the first month upon signing a Professional Services Agreement with Cypress Avenue. The balance will be invoiced at the end of each month upon completion of the month's deliverables.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/4/2023

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.

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Armstrong & Associates Insurance Services 239 W. Court St. Bldg A Woodland CA 95695				CONTACT Kim Coleman Berger PHONE (A/C, No, Ext): 530-406-2733 FAX (A/C, No): 530-668-2779						
				E-MAIL						
VVO	odiand CA 95695				ADDRESS: Kimcoleberg@armstrongprofessional.com					
					INSURER(S) AFFORDING COVERAGE				NAIC#	
License#: 0B50501 INSURED ARTH&HA-01				4					35378	
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				NUMBER: 902042961	/F DEE	N IOOUED TO		REVISION NUMBER:	IE DOI	IOV DEDICE
IN	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F	QUIF	REME	NT, TERM OR CONDITION	OF AN'	CONTRACT	OR OTHER D	OCUMENT WITH RESPEC	CT TO \	WHICH THIS
	CLUSIONS AND CONDITIONS OF SUCH I							TIERCEIN IO GODOLOT IN	, /\LL	TIE TERMO,
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	3AA568284		5/18/2023	5/18/2024	EACH OCCURRENCE	\$1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	00
								MED EXP (Any one person)	\$ 5,000)
								PERSONAL & ADV INJURY	\$1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE 17 N	NI / A						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
В	Professional Liability			VNPL009917		5/18/2023	5/18/2024	Errors & Omissions	1,000	,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL									
	en Required by written contract, Additior orsements.	nal In	surec	I status with Primary cover	age an	d WAlver of S	Subrogation a	pply to General Liability, p	er the a	attached
Re:	All Contracts/Written Agreements between	en t	he Ce	ertificate Holder and the ins	sured. A	dditional Insu	red: The City	of Bakersfield, its Mayor,	Counc	il, Officers,
Age	Agents, Employees and designated Volunteers.									
CERTIFICATE HOLDER CANC				CANCELLATION						
				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						
City of Bakersfield										
City of Bakersfield Risk Management										
1501 Truxtun Ave. Bakersfield CA 93301										
			08-							

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$ 250

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

Certificate Of Completion

Envelope Id: 2A5AD084845A4D1C957C3C41A79C51D1

Subject: Complete with DocuSign: Arthur and Hansen agreement 2023.pdf, Arthur and Hansen Exhibit A.pdf, ...

Source Envelope:

Document Pages: 42 Certificate Pages: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1 Envelope Originator: Initials: 0 City Clerk's Office

> city_clerk@bakersfieldcity.us IP Address: 174.46.226.5

Record Tracking

Status: Original

8/8/2023 3:41:06 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: City Clerk's Office

city_clerk@bakersfieldcity.us

Pool: StateLocal

Pool: City of Bakersfield

Location: DocuSign

Status: Completed

Location: DocuSign

Signer Events

Jason Arvizu

jason@cypressave.com

Security Level: Email, Account Authentication

(None)

Signature

Signature

Jason amizu 8CCEF888D73E495...

Signature Adoption: Pre-selected Style Using IP Address: 146.23.46.4

Timestamp

Timestamp

Sent: 8/8/2023 3:45:18 PM Viewed: 8/8/2023 4:36:46 PM Signed: 8/8/2023 4:37:02 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2023 4:36:46 PM

In Person Signer Events

ID: 1717c642-9790-42ac-af5d-3169954fef2a

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	8/8/2023 3:45:18 PM 8/8/2023 4:36:46 PM 8/8/2023 4:37:02 PM
Completed	Security Checked	8/8/2023 4:37:02 PM
Completed Payment Events		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: City_clerk@bakersfieldcity.us

To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at City_clerk@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by City of Bakersfield during the course of your relationship with City of
 Bakersfield.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements k.

TO: Honorable Mayor and City Council

FROM: Greg Terry, Chief of Police

DATE: 8/9/2023

WARD:

SUBJECT: Agreement with Greenfield Union School District for School Resource

Officer Program.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

In February 2018, the Bakersfield Police Department (BPD) and the Bakersfield City School District (BCSD), as recommended by the City Council's Safe Neighborhoods Committee, implemented a pilot project to engage two full-time school resource officers (SRO) dedicated to BCSD schools. The goal of this partnership was to reduce chronic absenteeism, chronic truancy violence, drug and alcohol use, gang involvement, bullying, and harassment in the community to help in ensuring BCSD schools are safe learning environments with positive school culture.

Due to the success of the program the BPD desires to expand to other school districts within the city limits. Greenfield Union School District (GUSD) has expressed an interest in the SRO program. The BPD currently gets called out to the GUSD on a regular basis to help combat chronic absenteeism, chronic truancy violence, drug and alcohol use, gang involvement, bullying, and harassment. GUSD and the BPD desire to work together on addressing these issues on a more permanent basis by having one (1) full time SRO on location for a faster and more consistent police presence to help reduce these actions and provide the school with a faster response time.

The SROs are available to respond to emergency calls for service for the BPD but will otherwise report to the superintendent or designee when working as an SRO on school related business.

GUSD will only be billed for the weeks the district schools are in session, plus one additional week immediately prior to the first week of the school year and one additional week immediately following the last week of the school year for a total compensation not to exceed \$150,000 for the 23/24 school year. BCSD may also be billed for the weeks summer school is in session if SROs are requested. Any additional services, including overtime, will be charged to BCSD at

actual costs to the City in addition to the baseline figure quoted above if such additional services are mutually agreed upon in writing by both City and BCSD prior to services being rendered.

ATTACHMENTS:

Description Type

GUSD SIGNED AGREEMENT Agreement

EXHIBITA Exhibit

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

(CITY OF BAKERSFIELD POLICE DEPARTMENT & GREENFIELD UNION SCHOOL DISTRICT)

THIS AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES ("Agreement") is made and entered into this ____ day of August 2023, by and between the CITY OF BAKERSFIELD, a municipal corporation, ("City") and the GREENFIELD UNION SCHOOL DISTRICT, a public school district and a subdivision of the State of California ("District"). Bakersfield Police Department ("BPD") is within the City, and unless otherwise specified, BPD and City will be used interchangeably in this Agreement. City and District may be individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

- (a) Whereas, research indicates that chronic absenteeism and chronic truancy are strong predictors of lack of school success, dropping out of school, gang involvement, substance abuse, and criminal activity.
- (b) Whereas, the BPD and District desire to work together to reduce chronic absenteeism, chronic truancy, violence, drug and alcohol use, gang involvement, bullying, and harassment in the community to help in ensuring District schools are safe learning environments with positive school culture.
- (c) Whereas, the BPD and District value community-based mentoring and the role law enforcement can play, as community mentors, in improving school attendance and student achievement and reducing school removals and discipline.
- (d) Whereas, the City, BPD and the District support the principles of "school community policing" as an approach to safe schools and foster community integration and safety with highly trained law enforcement officers working within the school community to collaboratively develop solutions to address the underlying conditions that affect school and community safety.
- (e) Whereas, the BPD is willing and able to provide School Resource Officers ("SROs") to District under the terms and conditions hereafter set forth.

NOW THEREFORE, District and City hereby agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is for the City to provide SROs to the District to assign to school sites for the primary purposes of addressing chronic absenteeism and truancy, and secondarily to support a positive school climate and safety for a target area within the District and City.
- 2. <u>Term.</u> The term of this Agreement shall commence on August 9, 2023, and continue through July 31, 2024, and may be renewable for two additional one-year periods upon mutually agreeable terms by the Parties.

- 3. <u>Services</u>. The City will assign SROs as available and at the discretion of BPD to the Target Area, as further defined in Section 5 of this Agreement, for the Term of this Agreement. The SROs will be assigned to work with District and site administration, parents, students, the surrounding community, and other appropriate outside agencies as needed, to primarily address chronic absenteeism and truancy, as well as support a positive school climate and school safety ("Services"). City may assign in its sole discretion, additional "Community Relations Specialists" or SROs to the Target Area, if requested and available. All SROs shall remain available to respond to emergency calls for service for the BPD but will otherwise report to the school superintendent or designee when working as an assigned SRO on school-related business. The roles and responsibilities of the school resource officers are defined more specifically in **Exhibit "A,"** attached hereto and incorporated herein.
- 4. <u>Performance of Services</u>. The BPD and District agree to participate in meetings, as needed, to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the performance of Services, including, but not limited to, District training on topics involving student Code of Conduct, student discipline options and procedures, and working and communicating effectively with special needs students and their families.
- 5. <u>Target Area</u>. The Target Area includes the schools and student residences within the District that are also within the jurisdiction of the Bakersfield Police Department.
- 6. <u>Control of BPD's Personnel</u>. The BPD will have sole authority for assignment, hours worked, control, and supervision for SROs assigned to the Target Area. SROs are employees of the City and are not employees of the District and are therefore SROSs are not entitled to benefits of any kind or nature from the District. Likewise, all District personnel remain at all times employees of District and are not employees of City or BPD and are therefore not entitled to benefits of any kind or nature from the City. No part of this Agreement shall be deemed a restriction on the power of the BPD to keep the peace and to utilize sworn officers, or any other employees or equipment at such times and places and in such manner as the BPD, in the exercise of its judgment and discretion, may deem necessary for the carrying out the duties of its office. Notwithstanding the foregoing, while an assigned SRO is working on District property, he or she must report to and collaborate with the Superintendent or designee. BPD personnel assigned as SROs must agree to participate in training provided by the District on student discipline, school removals and search and seizure in the school setting.
- 7. <u>Compensation</u>. District shall reimburse City the costs of SROs at the rate of \$6,600 per officer, per every two (2) weeks, for a total compensation not to exceed **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)**. The SRO rate may be adjusted annually based on the current compensation rate of the officers. If rates increase the City will provide an updated cost and upon approval of both parties the compensation will be changed to reflect the new rates. District shall only be invoiced for the weeks when SRO Services are requested and SROs are assigned accordingly.
- 8. <u>Selection and Substitute of Officers</u>. The District shall be included in the selection of officers assigned to work as SROs in the Target Area. The BPD will provide the requested SROs as available. In the event that the requested SRO is unavailable, BPD will provide a substitute SRO, if and as available. District may request that an officer be reassigned out of District; provided, however, that BPD cannot guarantee that other SROs will be available to act as a replacement on a long term basis.

- 9. <u>Billing and Payment</u>. The City will bill the District for costs in accordance with paragraph 7, titled "Compensation", on a quarterly basis which shall be payable by District to City within thirty (30) days of receipt.
- 10. <u>Mutual Hold Harmless</u>. City shall defend, indemnify and hold harmless District, its agents, officers and employees, for any liability for injury to or death of any person or damage to or loss of any property caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by City its school resource officers, agents or employees and District shall defend, indemnify and hold harmless City, its agents, officers and employees for any liability for injury or death of any person or Damage to or loss of any property caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by District, it officers, agents, or employees.
- 11. <u>Insurance.</u> City and District represent they are self-insured and will, throughout the term of this Agreement, maintain their insurance programs. City and District warrant that, always during the term of this Agreement, both shall have and maintain workers' compensation insurance in compliance with the Labor Code of the State of California.
- 12. Assignment. Neither Party shall assign or transfer any right or duty in this Agreement.
- 13. <u>Termination</u>. Either Party may terminate this Agreement on thirty (30) days written notice to the other specifying the termination date. District shall pay City sums due hereunder through the date of termination.
- 14. <u>Notices</u>. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered, or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To City:

Bakersfield Police Department

1601 Truxtun Avenue Bakersfield, CA 93301

To District:

Greenfield Union School District

1624 Fairview Road Bakersfield, CA 93307

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

- 15. <u>Sole Agreement</u>. This document contains the entire agreement of the Parties relating to the Services, rights, obligations, and covenants contained herein and assumed by the Parties, respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
- 16. <u>Authority to Bind</u>. It is understood that neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

- 17. <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 18. <u>Nonwaiver</u>. No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenant or condition.
- 19. <u>Choice of Law/Venue</u>. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the City of Bakersfield. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 20. <u>Confidentiality</u>. Neither Party shall, without the written consent of the other, communicate confidential information, designated in writing, or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
- 21. <u>Severability</u>. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.
- 22. <u>Compliance with Law</u>. The Parties shall observe and comply with all applicable City, county, state and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
- 23. <u>Captions and Interpretation</u>. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 24. <u>Time of Essence</u>. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.
- 25. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 26. <u>Nondiscrimination</u>. Neither Party, nor any officer, agent, employee, servant or subcontractor of either Party shall harass, intimidate, bully, or discriminate in the treatment or employment of any individual or groups of individuals based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identifications, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information or any other characteristic identified in

Education Code Section 200 or 220, California Penal Code Section 422.55, or Government Code Section 11135, either directly, indirectly or through contractual or other arrangements.

27. <u>Signature Authority</u>. Each Party has full power and authority to enter and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

"City" CITY OF BAKERSFIELD	"District" GREENFIELD UNION SCHOOL DISTRICT
By: KAREN GOH Mayor	RAMON HENDRIX District Superintendent
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
Ву:	
ASHLEY ZAMBRANO Deputy City Attorney	
Insurance:	
APPROVED AS TO CONTENT: BAKERSFIELD POLICE DEPARTMENT	
Ву:	
GREG TERRY Chief of Police	
COUNTERSIGNED:	
Ву:	
RANDY McKeegan	

S:\POLICE\Agrs\23-24\GREENFIELD (GUSD) SRO PROGRAM AGREEMENT_CAO.docx

Finance Director

School Resource Officer (SRO) Job Duties

Goal: Have a visible and active resource role within the school community to better address the underlying community and socio-economic conditions that affect chronic absenteeism, truancy, school climate and safety.

Performance Responsibilities/Essential Functions

- 1. Provide school resource officer services to the school, school grounds and areas adjacent to the school during the normal school day and at co-curricular, extracurricular and non-academic events as needed. Investigate allegations of criminal incidents pursuant to Bakersfield Police Department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
- 2. The SRO will work together with District staff to improve student attendance and address chronic absenteeism and truancy by building relationships with school staff, students, their families, and the community surrounding the school. In an effort to prevent juvenile delinquency through close contact and positive relationships with students, families, faculty and staff, SRO will conduct truancy related home visits for students and families, as identified by the District, who reside within the Target Area, and report interactions and outcomes of home visits to identified District staff. Work with District staff using positive behavior supports and interventions targeted to increase attendance and school success.
- 3. Participate in School Attendance Review Board (SARB) hearings as requested by the District. Issue citations for truancy and chronic absenteeism within the authority afforded under the law.
- 4. Be personable, approachable and available in order to mentor and build positive relationships with students and families. Mentor students to help them make appropriate choices and to understand and appreciate the opportunities that are available to them. Act as a role model for students and assist them in solving problems, resolving conflicts. Promote the profession of law enforcement officer and be a positive role model. Increase the visibility and accessibility of law enforcement to the school community. Provide weekly mentoring check-ins with up to ten (10) students per officer.
- 5. Work with school student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in efforts related to crisis response, threat assessment, conflict resolution, parent involvement and engagement, and truancy.
- 6. Attend District trainings in order to obtain a fundamental understanding of the District's Code of Conduct, requirements as to school removals and related student discipline procedures, including due process requirements and positive behavior supports and interventions. Demonstrate and apply a general understanding of the characteristics of the different stages of adolescence, as well as the various methods in communicating effectively with students whose disabilities are not patently obvious but significantly impair those students' ability to understand verbal and non-verbal communication, particularly in stressful situations.

- 7. Establish and maintain a close partnership with school administrators, faculty and staff in order to provide for a safe school environment, including school removals, their impact, student discipline parameters and procedures, community issues such as understanding gang related activities and promoting drug and alcohol awareness. Assist school officials with their efforts to enforce Board policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Upon request, assist school administrators in emergency crisis planning and building security matters. Upon request, provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- 8. Perform duties as determined by the Superintendent or designee (other than those regularly assigned) to support the District in maintaining safe school environment, including assisting in individual school emergencies such as accidents or injury, choking or anaphylactic shock.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements I.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 8/1/2023

WARD: Ward 7

SUBJECT: Final Map, Improvement Agreement, and Landscape Agreement with

Norris Road, LLC (Developer) for Tract 6874 Phase 1 located on the

northwest corner of McCutchen Road and Reliance Drive.

STAFF RECOMMENDATION:

Staff recommends approval of the Final Map, Improvement Agreement, and Landscape Agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 6874 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 the developer, Norris Road, LLC, wishes to record a portion of 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 is recommending that the 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.

The Landscape Improvement Agreement requires the Developer to complete the required landscape and irrigation improvements within the time frame and in the manner outlined in the agreement's terms. A landscape agreement is required whenever the Developer desires to record their final map before the landscaping improvements are in.

ATTACHMENTS:

	Description	Type
D	Tract 6874-1 - Improvement Agreement	Agreement
D	Tract 6874-1 - Landscape Agreement	Agreement
D	Tract 6874-1 - Final Map	Backup Material
D	Tract 6874-1 - Vicinity Map	Backup Material
D	Tract 6874-1 - Covenants	Backup Material

IMPROVEMENT	AGREEMENT NO.	
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FOR

Tract 6874 Phase 1

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 Norris Road, LLC, a California Limited Liability Company 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 6874 Phase 1** (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"); and

WHEREAS, City's Planning Commission 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

WHEREAS, Developer desires to file a final map for the Project before installing the street, sewer, storm drain, water, and wall (the "Public Improvements") required as a condition of City's approval of the Project; and

WHEREAS, Developer desires to enter into this Agreement with City to complete the required Public Improvements work in the Project within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

NOW THEREFORE, incorporating herein the above recitals, City and Developer agree as follows:

1. <u>IMPROVEMENTS TO BE CONSTRUCTED</u>. 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 **July 20, 2006**, 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.

- **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:
 - 2.1. Title 16 of the Bakersfield Municipal Code;
 - 2.2. California Subdivision Map Act (California Government Code Section 66410, et seq.);
 - 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.
- 3. <u>TIME FOR COMPLETION</u>. 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 phase 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. <u>IMPROVEMENT SECURITY.</u>

- **Required Security.** Based upon an Engineer's Estimate, attached hereto and incorporated by reference as **Exhibit B**, Developer must provide security as described herein and detailed in **Exhibit C**, that establishes the following obligations:
 - **6.1.1. Performance** of the obligations of the Agreement by a full and timely completion of the Improvements (herein "Performance Security");
 - **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 (herein "Labor and Materials/Payment Security"); 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 (herein "Warranty/Maintenance Security").

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

- **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 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** <u>Developer's Obligation to Maintain Security</u>. It is Developer's sole responsibility to maintain the security as follows:
 - **6.3.1** Developer must provide City with the original security documentation as outlined in **Exhibit C**. The original security documents satisfying this requirement are attached herein 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.

Release of Security. The security will be released as described in **Exhibit C**.

7. <u>DEFAULT; REMEDIES</u>.

- **7.1.** <u>Default.</u> 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.

- 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. <u>Types and Limits of Insurance</u>. 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. <u>Automobile liability insurance</u>, 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. <u>Commercial general liability insurance</u>, 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:	Norris Road, LLC PO Box 22590 Bakersfield, CA 93390 Telephone: (661) 654-0300 Email: crh123655@gmail.com
Surety:	Attn: Telephone: Email: License No.: Local Contact: Local Telephone:

- 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. <u>Binding Effect.</u>** 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. <u>Independent Contractor</u>. 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. <u>Exhibits</u>. 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 Ic	dentificat	ion No.	77-05971	85.
Developer is a corporation	n? Yes	\boxtimes	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.

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	Norris Road, LLC
By:	By:
KAREN GOH	Print Name: CHRIS HAYDEN
Mayor	Title: MANAGER

[Signatures on Following Page]

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.

validity of that document.	
State of California County of	
On	Anita Sinco Kerchner, Notary Public (insert name and title of the officer)
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	ANITA SINCO KERCHNER COMM. #2304757 NOTARY PUBLIC - CALIFORNIA
Signature White Surs K	(Seal)

APPROVED as to content: PUBLIC WORKS DEPARTMENT
By: GREGG STRAKALUSE Public Works Director
APPROVED as to form: VIRGINIA GENNARO City Attorney
By:
Insurance/Surety:
COUNTERSIGNED:
By: RANDY MCKEEGAN Finance Director
Attachments: Exhibit A – Checklist for Notice of Completion Exhibit B – Engineer's Estimate Exhibit C – Required Security

Exhibit D – Security
Exhibit E – Insurance



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

<u> </u>	14/-1	One own of the in
		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.
1	Submit to the City Engineer copies of the sewer video, forms, and the
	inspection log
İ	Provide written verification from the Fire Department that all gates,
	locks, and keys have been installed or provided to their satisfaction

26. Wharf Hydrant	25. 2" Blow-off Assembly	24. 6" Fire Hydrant	23. 12" Gate Valve & Valve Box	8" Gate Valve & Valve Box	21. 12" PVC CL 150 Waterline	20. 8" PVC CL 150 Waterline	19. 1 1/2" Water Services	18. 1" Water Services	Water Improvements		Tie-in to Existing Sewer (incl. manhole)	Drop Manhole , Single	15. Standard Manhole, 13' to 29'	Standard Manhole, 9' to 12'		12. Clean-outs, 6"	11. 4" Laterals	10. 12" Sewer Line	9. 8" Sewer Line	8. 6" Sewer Line	Sewer improvements		7. Rip Rap	Outlet Structure	5. Manhole	Type A Catch Basins	3. 30" Storm Drain (RGJ-RCP)	2. 24" Storm Drain (RGJ-RCP)	 18" Storm Drain (RGJ-RCP) 	Storm Drain Improvements	Item No. Item Description	II act 00/4 - milase i	Troop 607/ Dhoop 1	for City of Bakersfield Tracts
ය ea	3 еа	9 еа	3 еа	14 ea	1140 If	4805 If	7 ea	101 ea			1 ea	1 ea	5 ea	5 еа	1 ea	4 ea	3778 If	129 If	2617 If	1309 If			10 cy	ea	10 ea	б еа	665 If	1091 If	391 If		Qty Unit			
2000.00 Sub-Total	1200.00	4000.00	2610.00	1560.00	48.00	35.00	1100.00	1100.00		Sub-Total	5000.00	3200.00	3600.00	3000.00	2600.00	650.00	30.00	70.00	55.00	50.00		Sub-Total	125.00	4000.00	4000.00	5000.00	115.00	105.00	95.00		t Unit \$	riepaleu by.	Dranand Da	Job No:
6,000 416,965	3,600	36,000	7,830	21,840	54,720	168,175	7,700	111,100		378,155	5,000	3,200	18,000	15,000	2,600	2,600	113,340	9,030	143,935	65,450		303,425	1,250	4,000	40,000	30,000	76,475	114,555	37,145		Item \$	<u>0</u> 227		20037.01
90% Sub-Total	90%	90%	90%	90%	90%	90%	90%	90%		Sub-Total	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%		Sub-Total	0%	0%	90%	90%	100%	100%	100%		% Complete	COB Revis	>	
5,400 375,269	3,240	32,400	7,047	19,656	49,248	151,358	6,930	99,990		340,340	4,500	2,880	16,200	13,500	2,340	2,340	102,006	8,127	129,542	58,905		291,175	0	0	36,000	27,000	76,475	114,555	37,145		\$ Completed Items	COB Revised 5/24/2023	170/2022	

EXHIBIT B

50% LABOR BOND:	TOTAL IMPROVEMENT BOND:	TOTAL IMPROVEMENTS: 20 % Contingency: ENFORCEMENT COST		Miscellaneous 42. 6' Block Wall		•	•	Survey Monument & Encasement	Traffic Signal Interconnect Conduit		Street Lights - COB Standard	٠.	34. Street Name Signs	Handicap Ramps (ADA/Title 24/CalTrans)	32. Driveways (6" thick)		30. 6" Curb & Gutter	Roadway Excavation/Subgrade Preparation	28. Aggregate Base (Class 2)	27. A.C. Paving	nprovements	Item No. Item Description		Tract 6874 - Phase 1	for City of Bakersfield Tracts	BOND ESTIMATE - Reduced for Partial Completion
				2.460		300	1,036	13	1,796	∞	20	4	17	17	12,480	46,926	9,547	4,625	5,765	3,888		Q _t y				tion
				=	1	=	==	еа	=	ea	ea	e 2	ea	ea	<u>s</u>	ङ्	=	છ	Q	tns		Unit				
			Sub-Total	130.00	Sub-Total	1.00	2.00	750.00	5.00	300.00	6000.00	300.00	300.00	2500.00	9.00	6.00	25.00	50.00	70.00	75.00		Unit \$		Prepared By:	Job No:	Date:
1,901,759	3,803,518	3,169,598 633,920	319,800	319,800	1,751,253	300	2,072	9,750	8,980	2,400	120,000	1,200	5,100	42,500	112,320	281,556	238,675	231,250	403,550	291,600		Item \$		BNR	20037.01	5/30/2023
		Total Complete:	Sub-Total	90%	Sub-Total	0%	0%	0%	90%	90%	0%	0%	0%	0%	0%	0%	100%	90%	0%	0%		% Complete	COB Revisi	As of 3		
		1,751,646	287,820	287,820	457,042	0	0	0	8,082	2,160	0	0	0	0	0	0	238,675	208,125	0	0		\$ Completed Items	COB Revised 5/24/2023	As of 3/29/2023		

Tract 6874 - Phase 1

Date:

1		J.	9
	COB Revised 5/24/2023	As of 3/29/2023	

	BNR	07.01
000	Ą	

	BNR	37.01
COR Ravio	As of	

		2
	BNR	0037.01
)		

\$633,920		II Work (A2):	20% Contigency for All Work (A2):	2. 20%	
\$3,169,598		ements (A1):	1. Total Improvements (A1):		
\$ Completed Items	% Complete	Item \$	Unit \$	Unit	
COB Revised 5/24/2023	COB Rev				

\$3,803,518

$$I(E) = (C) + (D)$$
:

.

Remaining Work (C) = (A1) - (B):

4. Work Completed (B):

TOTAL (A1 + A2):

Surety for Faithful Performance of Remaining Work Total = (E + F) or (\$0) if NOC Issued):

\$1,701,542 \$1,901,759

\$1,901,759

\$380,352



EXHIBIT B

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 B 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	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. 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 originally required amount.	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	18 months after recordation of the NOC of the Improvements



City of Bakersfield (Beneficiary) Department of Public Works 1501 Truxton Avenue Bakersfield, CA 93301

June 22, 2023

RE:

Irrevocable Standby Letter of Credit Number 7020266360

100% - Performance

For Account of: Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC (Applicant)

Amount: \$1,901,759.00 Expiration: June 22, 2024

We hereby establish our Irrevocable Standby letter of Credit number 7020266360 in your favor, for the account of Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC up to the aggregate amount of One Million Nine Hundred One Thousand Seven Hundred Fifty-Nine and No/100ths US Dollars (US\$1,901,759.00).

This amount is available by presentation of your draft(s) drawn on us, at sight and duly endorsed, accompanied by the following:

- 1) This original Letter of Credit and any amendments
- 2) A dated affidavit purportedly signed by an authorized representative of the City of Bakersfield, certifying that "Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC" is in default relating to Tract 6874 and that the amount of the draw is due and payable."

Other Conditions:

The city may present draws to pay for Performance.

Partial drawings are allowed.

All Draft(s) that are drawn on must bear the clause, "Drawn under Tri Counties Bank Irrevocable Letter of Credit number 7020266360 dated June 22, 2023.

If approved in writing by the City of Bakersfield, the face amount of this Letter of Credit may be reduced; provided, however, that the total reduction in the face amount may not exceed fifty percent of the face amount of this Letter of Credit, except where necessary for City to cure Applicant's default as outlined above, until after the statutory lien period for making labor claims has expired.

All banking charges are for the account of the Applicant.

We hereby engage with you that draft so drawn shall be duly honored upon presentation if. drawn and negotiated in compliance with the terms hereof. Presentation of the documents set forth above must be sent via express courier to **Tri Counties Bank**, **63 Constitution Dr.**,

Chico, CA 95973, and Attention: Letter of Credit Department, prior to the expiration date.

This Letter of Credit shall be deemed automatically extended without amendment for periods of one (1) year from the expiration date set forth above, or any future expiration date, unless we shall notify you by registered mail at least 30 days prior to the expiration date then in effect that we elect not to renew this Letter of Credit for any such additional period. Notwithstanding the foregoing, unless otherwise agreed to by the parties in writing, this Letter of Credit shall automatically expire and terminate without further notice to the Beneficiary on June 22, 2028.

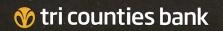
Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the "International Standby Practice, 1998 Edition ("ISP98") International Chamber of Commerce Publication No. 590."

Sincerely,

Tri Counties Bank

Name: GREG GILL

Title: S. V. P.



City of Bakersfield (Beneficiary) Department of Public Works 1501 Truxton Avenue Bakersfield, CA 93301

June 22, 2023

RE:

Irrevocable Standby Letter of Credit Number 7020266460

100% - Labor and Material

For Account of: Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC (Applicant)

Amount: \$1,901,759.00 Expiration: June 22, 2024

We hereby establish our Irrevocable Standby letter of Credit number 7020266460_in your favor, for the account of Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC up to the aggregate amount of One Million Nine Hundred One Thousand Seven Hundred Fifty-Nine and No/100ths US Dollars (US\$1,901,759.00).

This amount is available by presentation of your draft(s) drawn on us, at sight and duly endorsed, accompanied by the following:

- 1) This original Letter of Credit and any amendments
- 2) A dated affidavit purportedly signed by an authorized representative of the City of Bakersfield, certifying that "Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC" is in default relating to Tract 6874 and that the amount of the draw is due and payable."

Other Conditions:

The city may present draws to pay for Labor and material.

Partial drawings are allowed.

All Draft(s) that are drawn on must bear the clause, "Drawn under Tri Counties Bank Irrevocable Letter of Credit number 7020266460 dated June 22, 2023.

If approved in writing by the City of Bakersfield, the face amount of this Letter of Credit may be reduced; provided, however, that the total reduction in the face amount may not exceed fifty percent of the face amount of this Letter of Credit, except where necessary for City to cure Applicant's default as outlined above, until after the statutory lien period for making labor claims has expired.

All banking charges are for the account of the Applicant.

We hereby engage with you that draft so drawn shall be duly honored upon presentation if. drawn and negotiated in compliance with the terms hereof. Presentation of the documents set forth above must be sent via express courier to **Tri Counties Bank, 63 Constitution Dr.**,

Chico, CA 95973, and Attention: Letter of Credit Department, prior to the expiration date.

This Letter of Credit shall be deemed automatically extended without amendment for periods of one (1) year from the expiration date set forth above, or any future expiration date, unless we shall notify you by registered mail at least 30 days prior to the expiration date then in effect that we elect not to renew this Letter of Credit for any such additional period. Notwithstanding the foregoing, unless otherwise agreed to by the parties in writing, this Letter of Credit shall automatically expire and terminate without further notice to the Beneficiary on June 22, 2028.

Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the "International Standby Practice, 1998 Edition ("ISP98") International Chamber of Commerce Publication No. 590."

Sincerely,

Tri Counties Bank

Name: GREG GIII

Title: S. V. P.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/03/2023

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)

	SUBROGATION IS WAIVED, subject to sertificate does not confer rights to							uire an endorsement. A	statem	ent on
PRODUCER			CONTACT NAME: Ryan Crosby							
Crosby and Crosby Insurance Services			PHONE (A/C, No, Ext): (661) 327-5531 (A/C, No):							
111 "H" Street			E-MAIL ADDRESS: ryan@crosbyandcrosby.com							
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC#
Bak	ersfield			CA 93304	INSURE	RA: Kinsale I	nsurance Com	pany		
INSU	RED				INSURE	RB:				
Norr	s Road, LLC				INSURE	RC:				
9201	CAMINO MEDIA				INSURE	RD:				
					INSURE	RE:				
BAK	ERSFIELD			CA 93311	INSURE	RF:				
				NUMBER:				REVISION NUMBER:		<u> </u>
INI CE	IS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQ RTIFICATE MAY BE ISSUED OR MAY PER CLUSIONS AND CONDITIONS OF SUCH F	JIREN TAIN, OLICI	MENT, THE ES. L	, TERM OR CONDITION OF A INSURANCE AFFORDED BY IMITS SHOWN MAY HAVE BE	NY CON	ITRACT OR OT LICIES DESCR	THER DOCUM RIBED HEREIN D CLAIMS.	ENT WITH RESPECT TO WH	IICH THI	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	:						PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	
Α		Х	X	0100156915-0		07/13/2023	07/13/2024	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO-	:						PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							L	\$	
	OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
		<u> </u>							\$	w
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	4						AGGREGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION	 	ļ					IPER I IOTH-	\$	
	AND EMPLOYERS' LIABILITY Y/N							PER STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$,
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
	DÉSCRIPTION OF OPERATIONS below	-						E.L. DISEASE ~ POLICY LIMIT	\$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	TI ES /	ACOR	D 101 Additional Pamarka Sabas	iule mou	ho attached if me	oro ences le roc	ulrad)		
	F: Tract 6874	JEES (HOOK	D 101, Additional Remarks Sched	iule, illay	be attached if fine	ore space is req			
	of Bakersfield and its mayor, council, offi	cers,	agents	s, employees, an designated v	olunteer	s are hereby na	med as an add	itional insured per the endor	sement a	ittached and as
D!	NN	. 41		4 4 1! 1 1						
	nary Non-contributory wording applies per iver of Subrogation per attached endorseme		nacne	d endorsement/policy languag	ge					
CER	TIFICATE HOLDER				CANC	ELLATION				
	City of Bakersfield				THE	EXPIRATION	DATE THERE	ESCRIBED POLICIES BE CA DF, NOTICE WILL BE DELIV YY PROVISIONS.		
	1501 Truxton Ave				AUTHO	RIZED REPRESE	NTATIVE	EXHIBIT E		
	Bakersfield			CA 93301	12	4			-	

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 Person or Organization:

THE CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, 1600 TRUXTUN AVE, BAKERSFIELD, CA 93301

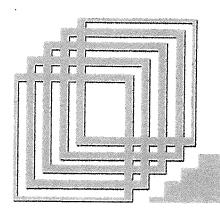
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

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 site of the covered operations has been completed;
- (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



Norris Road LLC PO Box 22590 Bakersfield, CA. 93390 661 654-0300

May 15, 2023

City of Bakersfield

1501 Truxton Ave

Bakersfield, CA 93301

RE: Tract 6874

Hello,

Norris Road LLC does not have any employees and therefore carries no Workers Compensation Insurance. Norris Road LLC does not own any automobiles.

However, our general contractors have provided Workers Compensation, General Liability, and Auto and Equipment insurance certificates on this project.

If you have any questions, please feel free to contact me.

Sincerely,

Chris Hayden

a. H-

Manager



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: _	May 15, 2023			
Name:	Chris Hayden	Name:	G. H-	
	(Print or type)	Norris Road LLC	(Signature)	
Compo	any Name (if any):			
	Manager		661 654-0300	
Title:		Telephone:		

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.

ANDSCAPE IMPROVEMEN	I AGREEMENT NO.
---------------------	-----------------

FOR

Tract 6874 Phase 1

This LANDSCAPE IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on ______ ("Effective Date") by and between the CITY OF BAKERSFIELD, a municipal corporation (referred to herein as "City") and Norris Road, LLC, a California Limited Liability Company authorized to do business in California (referred to herein as "Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6874 Phase 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (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;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

NOW THEREFORE, incorporating herein the above recitals, City and Developer agree as follows:

1. <u>IMPROVEMENTS</u>. Developer must construct, install, and complete all landscape and irrigation improvements as required by this Agreement and as required in the resolution adopted by the City Planning Commission on July 20, 2006, and/or required in a resolution extending the expiration of the

tentative map, if applicable (the "Improvements"). 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. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.

- **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:
 - 2.1. Title 16 of the Bakersfield Municipal Code;
 - 2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
 - **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.
- **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.
- MAINTENANCE AND GUARANTEE PERIOD. Developer must maintain the 4. Improvements and hereby guarantees all features of the Improvements for minimum of 365 days following City's issuance of the Developer/Contractor Maintenance ("Maintenance Letter Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. 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 Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items

identified on Exhibit A, which is incorporated herein by reference.

5. <u>IMPROVEMENT SECURITY.</u>

- **5.1.** Required Security. Based upon an Engineer's Estimate, attached hereto and incorporated by reference as Exhibit B, Developer must provide security as described herein and detailed in Exhibit C, that establishes the following obligations:
 - **5.1.1. Performance** of the obligations of the Agreement by a full and timely completion of the Improvements (herein "Performance Security");
 - 5.1.2. 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 (herein "Labor & Materials/Payment Security")
- **5.2.** Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of security is acceptable:
 - **5.2.1.** A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute:
 - **5.2.2.** Cash deposited with City; or
 - **5.2.3.** 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.
- **5.3.** Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the security as follows:
 - **5.3.1.** Developer must provide City with the original security documentation as outlined in **Exhibit C**. The original security documents satisfying this requirement are attached herein as **Exhibit D**.
 - **5.3.2.** 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.

- 5.3.3. 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.
- **5.4.** Release of Security. The security will be released as described in Exhibit C.

6. **DEFAULT**; **REMEDIES**.

- **6.1.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:
 - **6.1.1.** 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;
 - **6.1.2.** 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;
 - **6.1.3.** Developer has abandoned any of the work on the Improvements;
 - **6.1.4.** Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - **6.1.5.** Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 6.1.6. Developer changes the form of its business entity to a form

- different than the one identified in the introductory paragraph above; or
- **6.1.7.** Developer or owner of the Project transfers ownership of the Project.
- **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:
 - **6.2.1.** Demand that any available surety pay for the completion of the Improvements;
 - **6.2.2.** Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 6.2.3. 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;
 - **6.2.4.** Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
 - **6.2.5.** Withhold the issuance of building permits or performance of inspections for any lot within the Project 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 Project;
 - **6.2.6.** Withhold the issuance of building permits in subsequent phases of the tract map until all Improvements in the Project are completed and approved by City Engineer; and
 - **6.2.7.** 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.

- 7. 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.
- 8. 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.

9. <u>INDEMNITY</u>.

9.1. 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.
- **9.2.** 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.
- 9.3. 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.

10. INSURANCE.

- **10.1.** <u>Types and Limits of Insurance</u>. 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").
 - **10.1.1.** <u>Automobile liability insurance</u>, 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.
 - 10.1.2. <u>Commercial general liability insurance</u>, 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:
 - **10.1.2.1.** Provide contractual liability coverage for the terms of this Agreement;
 - **10.1.2.2.** Provide unlimited products and completed operations coverage;

- **10.1.2.3.** Provide premises, operations, and mobile equipment coverage; and
- **10.1.2.4.** Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.
- 10.1.3. 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.

10.2. General Provisions Applying to All Insurance Types.

10.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, 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.

- **10.2.2.** 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.
- 10.2.3. 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.
- 10.2.4. Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- **10.2.5.** The insurance required in this section must be maintained until the Performance Security is released.
- **10.2.6.** Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.
- 10.2.7. 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.
- 10.2.8. Unless otherwise approved by City, if any part of the work under this Agreement 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.

11. MISCELLANEOUS.

City:

- 11.1. <u>Governing Law</u>. 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.
- 11.2. <u>Notices</u>. 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 OF BAKERSFIELD

	Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
Developer:	Norris Road, LLC PO Box 22590 Bakersfield, CA 93390 Telephone: (661) 654-0300 Email: crh123655@gmail.com
Surety:	Attn: Telephone: Email: License No.: Local Contact: Local Telephone:

11.3. <u>Assignment</u>. 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.

- **11.4. <u>Binding Effect.</u>** 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.
- 11.5. 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.
- 11.6. <u>Corporate Authority</u>. 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.
- 11.7. 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.
- 11.8. <u>Agreement Mutually Drafted</u>. 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.

11.9. <u>Exhibits</u>. 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.

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Developer's Federal Tax Ider	ntificati	on No.	<u>77-0597</u>	<u> 185</u> .
Developer is a corporation?	Yes	\boxtimes	No	
		(Please	check or	ne.)

- 11.11. <u>Non-Interest</u>. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).
- 11.12. <u>Further Assurances</u>. 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.

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	Norris Road, LLC
By: KAREN GOH Mayor	By:
2]	ignatures on Following Page]

APPROVED as to content: **PUBLIC WORKS DEPARTMENT** Ву:___ **GREGG STRAKALUSE** Public Works Director By: _____ Print Name: APPROVED as to form: **VIRGINIA GENNARO** City Attorney VIRIDIANA GALLARDO-KING Deputy City Attorney Insurance/Surety:____ COUNTERSIGNED: By:___ **RANDY MCKEEGAN** Finance Director Attachments: Exhibit A - Checklist for Notice of Completion Exhibit B - Engineer's Estimate **Exhibit C** – Required Security

Exhibit D - Security
Exhibit E - Insurance

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.

validity of that document.
State of California County of
On July 12th 2023 before me, Anita Sinco Kerchner, Notary Public (insert name and title of the officer)
personally appeared <u>Chris Hayden</u> , 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. ANTA SINCO KERCHNER COMM. #2304757 NOTARY PUBLIC - CALIFORNIA
Signature White Suin (Seal)



PUBLIC WORKS DEPARTMENT CITY OF BAKERSFIELD SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION FOR LANDSCAPE AGREEMENT

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 a Recreation and Parks Construction Inspector							
		Acceptance Letter from the Recreation and Parks Department							
		Other items required by tract conditions:							

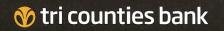
for City	STIMATE of Bakersfield Tract 6874 Phase 1 Drive and McCutchen Road R/W and Median La	ndscaping		Date: Job No: Prepared By:	5/30/2023 20036.00 BNR
Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Landsc		7.070	a f	F 00	20 905
1.		7,979 25,946	sf sf	5.00 5.00	39,895 129,730
2.	R/W Landscaping, Standard	20,010	0.	Sub-Total	169,625
	TOTAL IMPROVEMENTS: 20 % Contingency: ENFORCEMENT COST				169,625 33,925
	TOTAL IMPROVEMENT BOND:				203,550
	50% LABOR BOND:				101,775

OF CALIFORNIA DATE: .

EXHIBIT B

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
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
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit B 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
DATE OF RELEASE/ REDUCTION	Within 30 days after City serves Developer with the Developer/Contractor Acceptance Letter; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 30 months after the Effective Date 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 completed pursuant to this Agreement. If the reduction is authorized, City will reduce the Security to an amount sufficient to finance the completion of the remaining obligations of this Agreement as determined by the Recreation and Parks Director, or designee, in his or her sole discretion; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	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



City of Bakersfield (Beneficiary)
Department of Public Works
1501 Truxton Avenue
Bakersfield, CA 93301

June 22, 2023

RE:

Irrevocable Standby Letter of Credit Number 7020266660

100% - Landscape and Performance

For Account of: Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC (Applicant)

Amount: \$203,550.00 Expiration: June 22, 2024

We hereby establish our Irrevocable Standby letter of Credit number 7020266660 in your favor, for the account of Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC up to the aggregate amount of Two Hundred Three Thousand Five Hundred Fifty and No/100ths US Dollars (US\$203,550.00).

This amount is available by presentation of your draft(s) drawn on us, at sight and duly endorsed, accompanied by the following:

- 1) This original Letter of Credit and any amendments
- 2) A dated affidavit purportedly signed by an authorized representative of the City of Bakersfield, certifying that "Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC" is in default relating to Tract 6874 and that the amount of the draw is due and payable."

Other Conditions:

The city may present draws to pay for Landscape and Performance.

Partial drawings are allowed.

All Draft(s) that are drawn on must bear the clause, "Drawn under Tri Counties Bank Irrevocable Letter of Credit number 7020266660 dated June 22, 2023.

If approved in writing by the City of Bakersfield, the face amount of this Letter of Credit may be reduced; provided, however, that the total reduction in the face amount may not exceed fifty percent of the face amount of this Letter of Credit, except where necessary for City to cure Applicant's default as outlined above, until after the statutory lien period for making labor claims has expired.

All banking charges are for the account of the Applicant.

We hereby engage with you that draft so drawn shall be duly honored upon presentation if. drawn and negotiated in compliance with the terms hereof. Presentation of the documents set forth above must be sent via express courier to **Tri Counties Bank**, **63 Constitution Dr.**,

Chico, CA 95973, and Attention: Letter of Credit Department, prior to the expiration date.

This Letter of Credit shall be deemed automatically extended without amendment for periods of one (1) year from the expiration date set forth above, or any future expiration date, unless we shall notify you by registered mail at least 30 days prior to the expiration date then in effect that we elect not to renew this Letter of Credit for any such additional period. Notwithstanding the foregoing, unless otherwise agreed to by the parties in writing, this Letter of Credit shall automatically expire and terminate without further notice to the Beneficiary on June 22, 2028.

Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the "International Standby Practice, 1998 Edition ("ISP98") International Chamber of Commerce Publication No. 590."

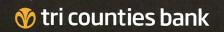
Sincerely,

Tri Counties Bank

Ву: _

Name: G E

Title: $\leq \mathcal{V} \cdot \mathcal{P}$



City of Bakersfield (Beneficiary) Department of Public Works 1501 Truxton Avenue Bakersfield, CA 93301

June 22, 2023

RE:

Irrevocable Standby Letter of Credit Number 7020266560

100% - Landscape Labor and Materials

For Account of: Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC (Applicant)

Amount: \$101,775.00

Expiration: June 22, 2024

We hereby establish our Irrevocable Standby letter of Credit number 7020266560_in your favor, for the account of Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC up to the aggregate amount of One Hundred One Thousand Seven Hundred Seventy-Five and No/100ths US Dollars (US\$101,775.00).

This amount is available by presentation of your draft(s) drawn on us, at sight and duly endorsed, accompanied by the following:

- 1) This original Letter of Credit and any amendments
- 2) A dated affidavit purportedly signed by an authorized representative of the city. of Bakersfield, certifying that "Meany Partners, LLC and Meany Partners II, LLC FBO Norris Road LLC" is in default relating to Tract 6874 and that the amount of the draw is due and payable."

Other Conditions:

The city may present draws to pay for Landscape Labor and Materials.

Partial drawings are allowed.

All Draft(s) that are drawn on must bear the clause, "Drawn under Tri Counties Bank Irrevocable Letter of Credit number 7020266560 dated June 22, 2023.

If approved in writing by the City of Bakersfield, the face amount of this Letter of Credit may be reduced; provided, however, that the total reduction in the face amount may not exceed fifty percent of the face amount of this Letter of Credit, except where necessary for City to cure Applicant's default as outlined above, until after the statutory lien period for making labor claims has expired.

All banking charges are for the account of the Applicant.

We hereby engage with you that draft so drawn shall be duly honored upon presentation if. drawn and negotiated in compliance with the terms hereof. Presentation of the documents set forth above must be sent via express courier to **Tri Counties Bank, 63 Constitution Dr.**,

Chico, CA 95973, and Attention: Letter of Credit Department, prior to the expiration date.

This Letter of Credit shall be deemed automatically extended without amendment for periods of one (1) year from the expiration date set forth above, or any future expiration date, unless we shall notify you by registered mail at least 30 days prior to the expiration date then in effect that we elect not to renew this Letter of Credit for any such additional period. Notwithstanding the foregoing, unless otherwise agreed to by the parties in writing, this Letter of Credit shall automatically expire and terminate without further notice to the Beneficiary on June 22, 2028.

Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the "International Standby Practice, 1998 Edition ("ISP98") International Chamber of Commerce Publication No. 590."

Sincerely,

Tri Counties Bank

By:

Name

Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/03/2023

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).

this certificate does not confer rights t	o the	certi	ficate holder in lieu of su	ch end	orsement(s).				
PRODUCER				CONTAC NAME:	Ryan Cro				
Crosby and Crosby Insurance Services				PHONE (A/C, No, Ext): (661) 327-5531 FAX (A/C, No):					
111 "H" Street				E-MAIL ADDRESS: ryan@crosbyandcrosby.com					
					INS	URER(S) AFFOR	RDING COVERAGE		NAIC#
Bakersfield			CA 93304	INSURE	RA: Kinsale l	Insurance Com	pany		
INSURED				INSURE	RB:				
Norris Road, LLC				INSURE	RC:				
9201 CAMINO MEDIA				INSURE	RD:				
				INSURE	RE:				
BAKERSFIELD			CA 93311	INSURE	RF:				
COVERAGES CER	TIFIC	ATE	NUMBER:	2			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQ CERTIFICATE MAY BE ISSUED OR MAY PEF EXCLUSIONS AND CONDITIONS OF SUCH F	UIREN RTAIN POLIC	NENT, THE IES. L	TERM OR CONDITION OF A INSURANCE AFFORDED BY IMITS SHOWN MAY HAVE BE	NY CON	ITRACT OR OT DLICIES DESCR DUCED BY PAI	THER DOCUMI RIBED HEREIN D CLAIMS.	ENT WITH RESPECT TO W	HICH TH	
INSR LTR TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	гѕ	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
CLÁIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							MED EXP (Any one person)	\$	
A	Х	Х	0100156915-0		07/13/2023	07/13/2024	PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
POLICY PRO- LOC	1						PRODUCTS - COMP/OP AGG	\$	
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$.	
OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY		į					PROPERTY DAMAGE (Per accident)	\$	
	1							\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE	:						AGGREGATE	\$	
DED RETENTION\$	7							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
							, , , , , , , , , , , , , , , , , , , ,		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI REF: Tract 6874	CLES	(ACOR	D 101, Additional Remarks Scheo	dule, may	be attached if m	ore space is req	ulred)		
City of Bakersfield and its mayor, council, off required by written contract.	icers,	agent	s, employees, an designated v	olunteer	s are hereby na	ımed as an add	itional insured per the endo	rsement a	attached and as
Primary Non-contributory wording applies per Waiver of Subrogation per attached endorsem		ttache	d endorsement/policy langua	ge					
CERTIFICATE HOLDER				CANC	ELLATION			-	
City of Bakersfield				SHO THE	ULD ANY OF T	DATE THERE	ESCRIBED POLICIES BE C DF, NOTICE WILL BE DELIV Y PROVISIONS.		
1501 Truxton Ave				AUTHO	RIZED REPRESE	NTATIVE	EXHIBIT E		
Bakersfield			CA 93301		4)

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 Person or Organization:

THE CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, 1600 TRUXTUN AVE, BAKERSFIELD, CA 93301

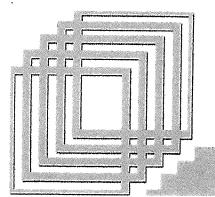
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

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 site of the covered operations has been completed;
- (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



Norris Road LLC PO Box 22590 Bakersfield, CA. 93390 661 654-0300

May 15, 2023

City of Bakersfield

1501 Truxton Ave

Bakersfield, CA 93301

RE: Tract 6874

Hello,

Norris Road LLC does not have any employees and therefore carries no Workers Compensation Insurance. Norris Road LLC does not own any automobiles.

However, our general contractors have provided Workers Compensation, General Liability, and Auto and Equipment insurance certificates on this project.

If you have any questions, please feel free to contact me.

Sincerely,

Chris Hayden

Manager



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: _	May 15, 2023		
Name:	Chris Hayden	Name:	G. H -
	(Print or type)	Norris Road LLC	(Signature)
Compo	any Name (if any):		
T111	Manager	Telephone:	661 654-0300

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 STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PUBLIC USE THE PUBLIC UTILITY EASEMENTS (PUEs) FOR PUBLIC UTILITY PURPOSES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AS SHOWN ON THIS MAP, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT, FROM TIME TO TIME, TO TRIM AND/OR CUT DOWN, CLEAR AWAY, OR OTHERWISE CONTROL ANY TREE OR BUSH. WITHIN SAID SUBDIVISION, THE PUES HEREBY OFFERED FOR DEDICATION ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS, STRUCTURES, AND WELLS OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR THE PURPOSE OF COLLECTION AND STORAGE OF STORM AND DRAINAGE WATER DERIVING FROM ADJACENT SUBDIVIDED LANDS AND PUBLIC STREETS OVER LOT "A" AS SHOWN ON SAID MAP. SAID PARCEL OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR SEWER PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 21 & 22, AS SHOWN HEREON. SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPE AND WALL PURPOSES OVER, ON AND UNDER LOTS "B", "C", "D" & "E", AS SHOWN HEREON. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES OVER, ON, AND UNDER LANDSCAPE LOTS "B", "C", "D" & "E", AS SHOWN HEREON. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR PUBLIC SIDEWALK PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 21, 22, 37, 38, 53, 54, LOTS 69 THROUGH 73, LOTS 91 THROUGH 94, 107 & 108, AS SHOWN HEREON.

FOR SUCH TIME AS McCUTCHEN ROAD & RELIANCE DRIVE REMAIN PUBLIC ROADS, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1, 54 THROUGH 57, 83, 107, 108 & LOT "A", SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROADS EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 1, 54 THROUGH 58, 59, 83, 107 & 108, AS SHOWN HEREON.

NORRIS ROAD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

CHRIS HAYDEN, MANAGER

TRI COUNTIES BANK, AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 31, 2022 AS INSTRUMENT No. 222085674 BOTH OF OFFICIAL RECORDS.

NAME TITLE

> 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 ______) ___ BEFORE ME, ______, A

NOTARY PUBLIC, PERSONALLY APPEARED 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 _____

PRINTED NAME: ______ MY COMMISSION EXPIRES: _____ PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF ______ MY COMMISSION I.D. NO._____ MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO._____

TRACT No. 6874 PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF LAND LYING EAST OF THE WEST 100 ACRES OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF BAKERSFIELD,

COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 106 RESIDENTIAL LOTS, 4 LANDSCAPE LOTS, 1 SUMP LOT, 1 DRILL ISLAND & 1 INDUSTRIAL LOT 31.57 GROSS ACRES

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 6874 PHASE 1 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 OF BAKERSFIELD, AND THAT THOSE EASEMENTS NOTED TO BE ABANDONED ON THIS MAP IS, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, ARE HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL 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 REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME

NATURE OF INTEREST

THE UNTIED STATES OF AMERICA

EASEMENT HOLDER PER BOOK 4, PAGE 356

OF PATENTS

THE COUNTY OF KERN

EASEMENT HOLDER PER BOOK 1077, PAGE 164

OF OFFICIAL RECORDS.

CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION EASEMENT HOLDER PER DOCUMENT No. 0206103449 OF OFFICIAL RECORDS.

PHILLIP JACOBS, TRUSTEE OF THE THOMAS ANTONGIOVANNI TRUST No. 1

MINERAL RIGHTS HOLDER OF ALL OIL, GAS, AND OTHER MINERALS IN AND UNDER. AND MAY BE PRODUCED PER DOCUMENT No. 0201010667 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

SEE SHEET 4 FOR VICINITY MAP AND SOILS NOTE.

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 C	ALIFORNIA	
COUNTY OF		•
ON		•

BEFORE ME, _____ NOTARY PUBLIC, PERSONALLY APPEARED

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 _____

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 NORRIS ROAD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON JANUARY OF 2018, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED HEREON OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

SAM	UEL	М.	WALKER	JR.	
L.S.	No.	75	58		

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JULY 20, 2006, AND ANY APPLICABLE EXTENSIONS THEREOF. 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.

PAUL JOHNSON, PLANNING DIRECTOR, CITY OF BAKERSFIELD

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP. AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

RICHARD D.	MEYER.	CE28104	DATE

CITY ENGINEER'S STATEMENT

I, GREGG R. STRAKALUSE, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF. THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

	_	OTD ALCAL LIGE	DOE	<u> </u>	 DATE		
EGG	к.	STRAKALUSE,	KCE	58663	DATE		

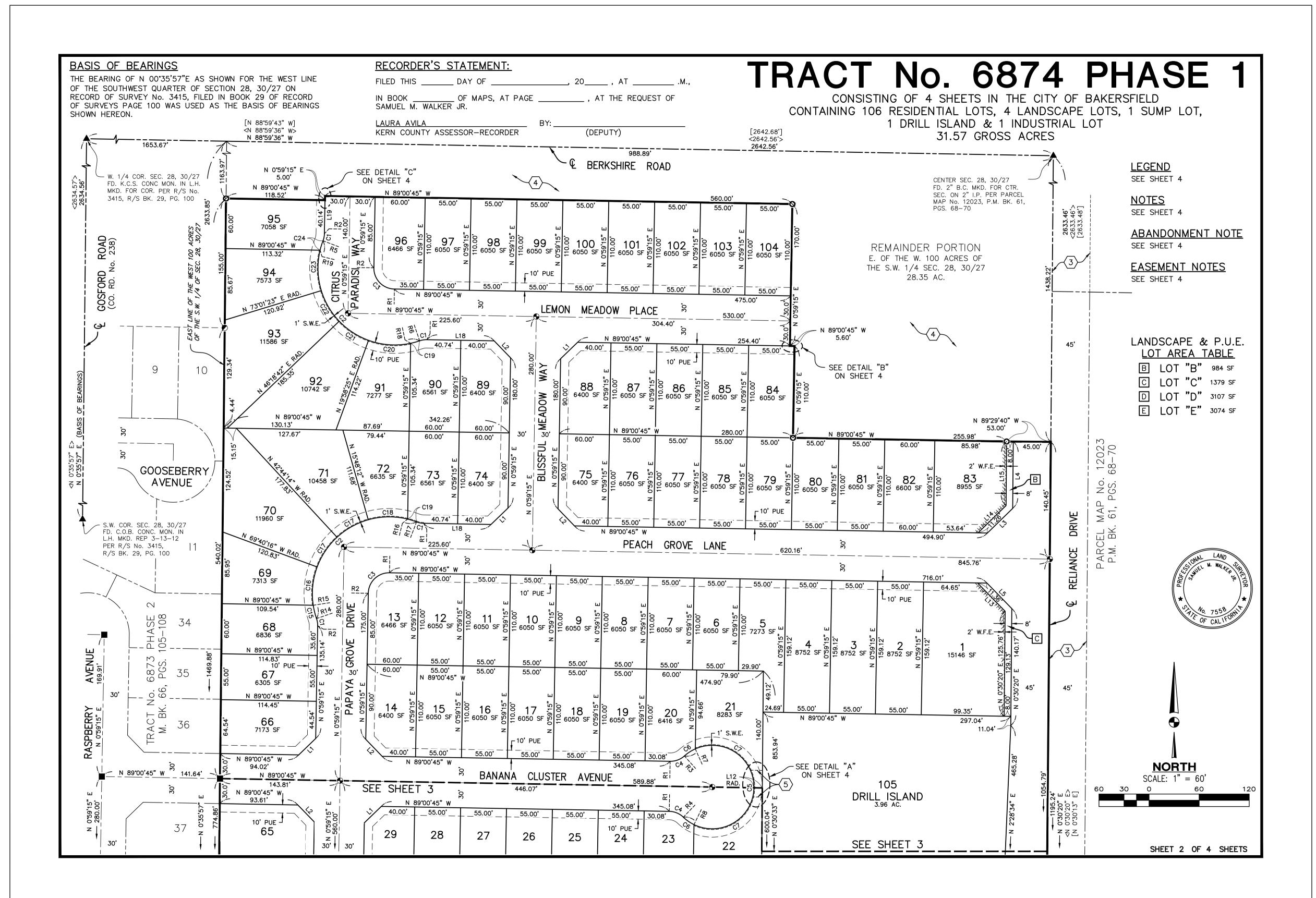
RECORDER'S STATEMENT:

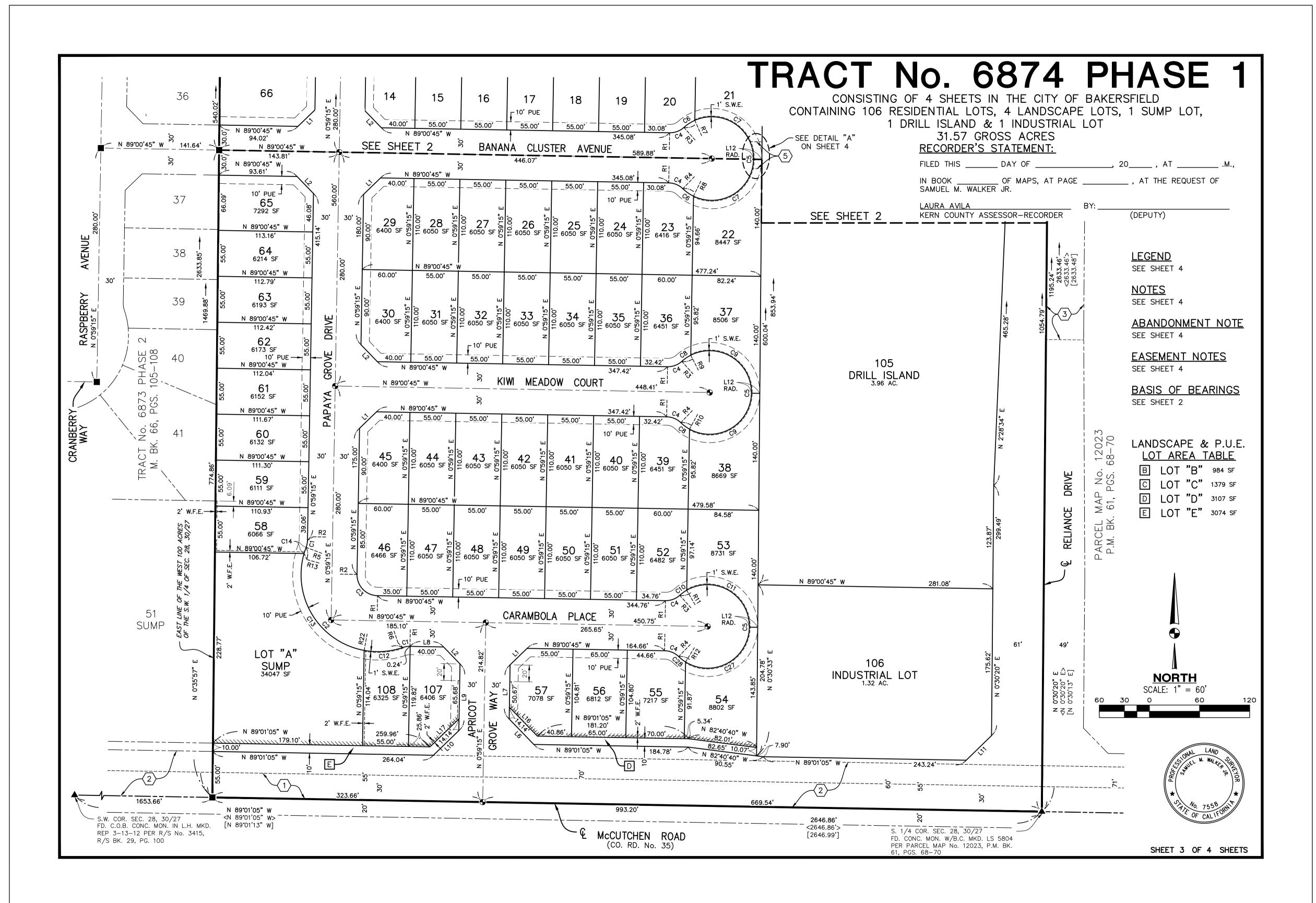
FILED	THIS	DAY OF	,	20,	AT .	.M.,
	·					

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF SAMUEL M. WALKER JR.

LAURA AVILA	BY:
KERN COUNTY ASSESSOR-RECORDER	(DEPUTY)

SHEET 1 OF 4 SHEETS





	CURVE TABLE			
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	25.00'	8.69'	4.39'	19*55'11"
C2	92.00'	208.48'	196.58'	129'50'22"
С3	25.00'	39.27'	25.00'	90°00'00"
C4	25.00'	18.69'	9.81'	42*50'00"
C5	50.00'	231.84'	53.93'	265*40'01"
C6	50.00'	15.63'	7.88'	17*54'25"
C7	50.00'	100.29'	78.37'	114*55'35"
С8	50.00'	13.02'	6.55'	14*54'58"
С9	50.00'	102.90'	83.08'	117*55'03"
C10	50.00'	10.33'	5.18'	11 ° 50'23"
C11	50.00'	105.59'	88.36'	120*59'37"
C12	92.00'	46.95'	24.00'	29"14'24"
C13	92.00'	153.75'	101.73'	95*45'04"
C14	92.00'	7.79'	3.89'	4*50'54"
C15	92.00'	16.45'	8.25'	10°14'47"
C16	92.00'	46.59'	23.81'	29*00'53"
C17	92.00'	43.25'	22.03'	26*56'02"
C18	92.00'	47.74'	24.42'	29*43'58"
C19	92.00'	11.20'	5.61'	6*58'40"
C20	92.00'	51.27'	26.32'	31 ° 55'41"
C21	92.00'	42.29'	21.53'	26*20'17"
C22	92.00'	42.89'	21.84'	26°42'41"
C23	92.00'	49.01	25.10'	30 ° 31 ' 13"
C24	92.00'	11.82'	5.92'	7*21'50"
C25	50.00'	21.67'	11.01'	24*50'05"
C26	50.00'	11.09'	5.57'	12*42'33"
C27	50.00'	105.47'	88.12'	120*51'34"
C28	50.00'	10.45	5.24'	11 ° 58'26"

	LINE TABLE	
	LINE IADEL	
LINE	BEARING	DISTANCE
L1	N 45°59'15" E	28.28'
L2	N 44°00'45" W	28.28'
L3	N 45°44'47" E	42.25'
L4	N 0°30'20" E	80.07
L5	N 44°15'13" W	42.60'
L6	N 44°00'55" W	42.42'
L7	N 0°59'15" E	64.81'
L8	N 89°00'45" W	40.24'
L9	N 0*59'15" E	79.82'
L10	N 45°59'05" E	42.43'
L11	N 45°44'38" E	42.25'
L12	N 89°00'45" W	10.00'
L13	N 44°15'13" W	47.38'
L14	N 45*44'47" E	46.85'
L15	N 0°30'20" E	76.74'
L16	N 44°00'55" W	48.28'
L17	N 45*59'05" E	48.29'
L18	N 89°00'45" W	80.74
L19	N 0°59'15" E	45.14'
L20	N 89°00'45" W	14.45'
L21	N 89°00'45" W	11.32'

R/	ADIAL TABLE
RADIAL	BEARING
R1	N 0°59'15" E
R2	N 89°00'45" W
R3	N 41°50'46" W
R4	N 43°49'15" E
R5	N 69°05'34" W
R6	N 18*55'56" W
R7	N 23 * 56'20" W
R8	N 25°54'50" E
R9	N 26*55'48" W
R10	N 28*54'17" E
R11	N 30°00'22" W
R12	N 31°50'49" E
R13	N 73 * 56'29" W
R14	N 71°04'04" E
R15	N 81°18'51" E
R16	N 13 ° 55'46" E
R17	N 20°54'26" E
R18	N 11*57'16" W
R19	N 76°27'24" W
R20	N 66°09'10" E
R21	N 761813" W
R22	N 1018'27" E

REMAINDER PORTION E. OF THE W. 100 ACRES OF LEMON THE S.W. 1/4 SEC. 28, 30/27 MEADOW N 89°00'45" N 0°59'15" E N 89°00'45" W 5.60' PLACE 5.00' N 89°00'45" W N 89°00'45" JS WAY 05 55.00' 7 100 EC. L12\ RAD. 95 /**L21 **√** ** EASEMENT PUE 22,₹ DETAIL "C" DETAIL "A" DETAIL "B" SCALE: 1"=20' SCALE: 1"=10' SCALE: 1"=10' PANAMA LANE **NOTES** SEC. 28 T. 30 S.,

R. 27 E.

WEST 100 AC.

OF THE S.W. 1/4

SEC. 28

BERKSHIRE ROAD

VICINITY MAP

NO SCALE

PROJECT

TRACT No. 6874 PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD CONTAINING 106 RESIDENTIAL LOTS, 4 LANDSCAPE LOTS, 1 SUMP LOT, 1 DRILL ISLAND & 1 INDUSTRIAL LOT

31.57 GROSS ACRES

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

- 1. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR FLOWAGE AND DRAINAGE PURPOSES RECORDED MAY 29, 2015 AS DOCUMENT No. 0215068232 OF OFFICIAL RECORDS.
- 2. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY SEWER PURPOSES RECORDED MAY 29, 2015 AS DOCUMENT No. 0215068352 OF OFFICIAL RECORDS.
- 3. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY SEWER PURPOSES RECORDED OCTOBER 30, 2015 AS DOCUMENT No. 0215152240 OF OFFICIAL RECORDS.
- 4. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY ACCESS AND FLOWAGE AND DRAINAGE PURPOSES RECORDED JULY 12, 2022 AS DOCUMENT No. 222107686 OF OFFICIAL RECORDS.

EASEMENT NOTES

- AN EASEMENT GRANTED TO THE COUNTY OF KERN FOR PUBLIC HIGHWAY PURPOSES RECORDED APRIL 23, 1942 IN BOOK 1077, PAGE 164 OF OFFICIAL RECORDS. CITY OF BAKERSFIELD AS SUCCESSOR IN INTEREST TO THE COUNTY OF KERN.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR STREET RIGHT-OF-WAY PURPOSES RECORDED APRIL 27, 2006 AS DOCUMENT No. 0206103449 OF OFFICIAL RECORDS.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR STREET RIGHT-OF-WAY PURPOSES RECORDED DECEMBER 3, 2015 AS DOCUMENT No. 000215166441 OF OFFICIAL RECORDS.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY ACCESS AND FLOWAGE AND DRAINAGE PURPOSES RECORDED JULY 12, 2022 AS DOCUMENT No. 222107686 OF OFFICIAL RECORDS.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR SEWER PURPOSES DEDICATED PER THIS MAP. (32' WIDE) LOT 21 = 240 SF / LOT 22 = 115 SF

AN EASEMENT RESERVATION IN FAVOR OF THE UNITED STATES OF AMERICA FOR CANAL PURPOSES RECORDED APRIL 21, 1890 IN BOOK 4, PAGE 356 OF PATENTS. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

<u>LEGEND</u>

- ▲ FOUND MONUMENT AS DESCRIBED
- SET 2" I.P. W/HUB AND TAG MARKED "LS 7558"
- SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "LS 7558"
- FOUND CONC. MON. W/B.C. MKD. L.S. 5612 IN L.H. PER TRACT No. 6873 PHASE 2, M. BK. 66, PGS. 105-108
- FOUND 2" I.P. W/HUB AND TAGGED MKD. L.S. 5612 PER TRACT No. 6873 PHASE 2, M. BK. 66, PGS. 105-108
- < > RECORD BEARING AND/OR DISTANCE PER RECORD OF SURVEY No. 3415, BOOK 29, PAGE 100
- RECORD BEARING AND/OR DISTANCE PER PARCEL MAP No. 12023, P.M. BK. 61, PGS. 68-70

______ INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP

- SHEET MATCH LINE

ABBREVIATIONS

ADDILL	VIA HONS		
FD.	FOUND	DOC.	DOCUMENT
Q	CENTERLINE	No.	NUMBER
L.H.	LAMPHOLE	М.	MAP
CONC.	CONCRETE	R/S	RECORD OF SURVEY
MON.	MONUMENT	P.M.	PARCEL MAP
B.C.	BRASS CAP	BK.	BOOK
I.P.	IRON PIPE	PG.	PAGE
L.S.	LAND SURVEYOR	O.R.	OFFICIAL RECORDS
SEC.	SECTION	T. 30 S.	TOWNSHIP 30 SOUTH
COR.	CORNER	R. 27 E.	RANGE 27 EAST
RAD.	RADIAL	M.D.M.	MOUNT DIABLO MERIDIAN
PUE	PUBLIC UTILITIES EASEMENT	AC.	ACRES
L1	LINE NUMBER FOR DATA	SF	SQUARE FEET
	(SEE LINE TABLE)	CO. RD.	COUNTY ROAD

C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)

R1 RADIAL NUMBER FOR DATA W.F.E. WALL FOOTING EASEMENT (SEE RADIAL TABLE) DEDICATED PER THIS MAP

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED DECEMBER 20, 2006, HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ, II, R.C.E. 60185 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN 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.

S.W.E. SIDEWALK EASEMENT

DEDICATED PER THIS MAP

RECORDER'S STATEMENT:

FILED THIS DAY OF _ OF MAPS, AT PAGE _____, AT THE REQUEST OF IN BOOK _____ SAMUEL M. WALKER JR. LAURA AVILA KERN COUNTY ASSESSOR-RECORDER (DEPUTY) SHEET 4 OF 4 SHEETS

A PENNY BRASS TAG MARKED LS 7558 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED LS 7558 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS. WHERE A PENNY BRASS TAG MARKED LS 7558 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

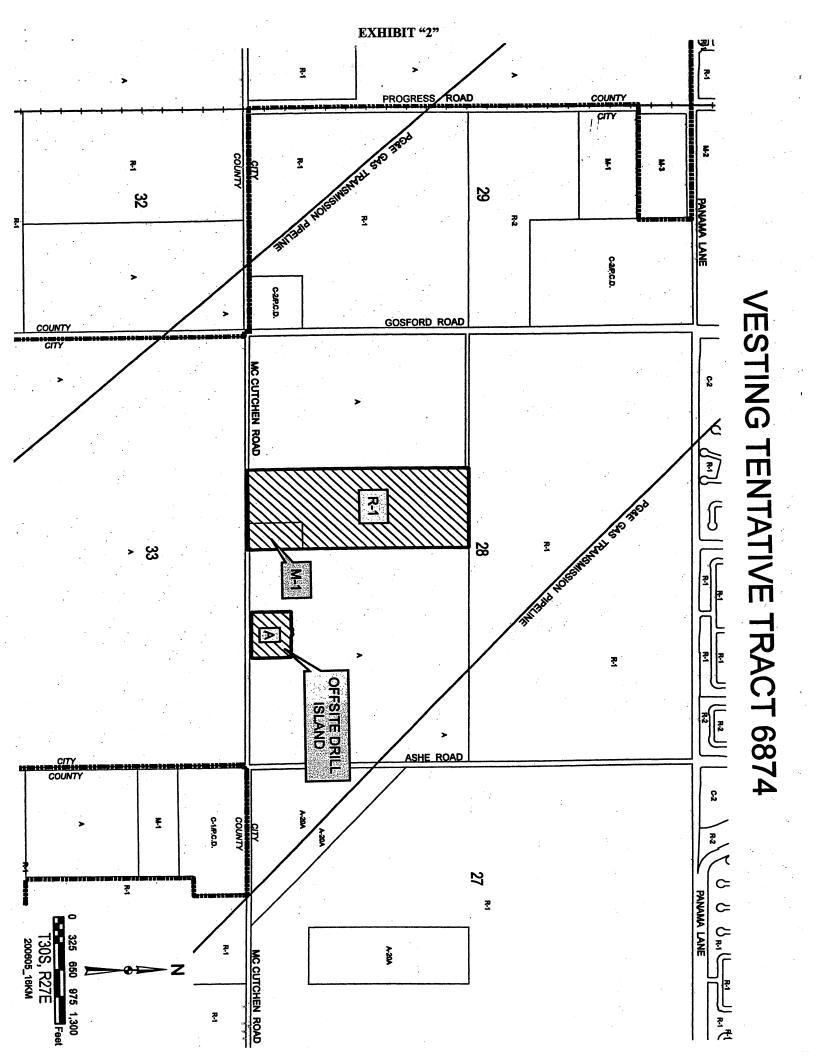
ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT No. 6873-PHASE 1 & 2. RECORD OF SURVEY No. 3415 AND THIS TRACT IS MEASURED SAME AS RECORD.

BANANA

CLUSTER

AVENUE



Recording requested by and for the benefit of the CITY OF BAKERSFIELD and when recorded, mail to:

CITY OF BAKERSFIELD City Clerk 1600 Truxtun Ave. Bakersfield, CA 93301

Tract Map No. 6874 Phase 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No recording fee required: exempt pursuant to Government Code Section 27383.

The undersigned Grantor(s) declare(s) that the Documentary Transfer Tax is \$0 Grantee is Exempt Gov't Agency (R&T Code 11922)

GC 27388.1(a)(1): Recorded document is expressly exempted from payment of recording fees (FBO) Govt. agency)

CITY OF BAKERSFIELD

Bakersfield, California

COVENANT RELATING TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

No Certificate of Occupancy will be issued for any lot until all required improvements have been completed by the subdivider and accepted or approved by the City Engineer.

This covenant may not be amended or modified without the prior approval of the City of Bakersfield. This covenant shall run with the land.

Property description: Lots 1 through 104 inclusive and Lots 107 and 108 of Tract No. 6874 Phase 1, being a portion of Section 28, T.30S., R.27E., M.D.M., City of Bakersfield, County of Kern, State of California.

kern, State of California.
Norris Road, LLC, a California limited liability company
G. (1-
Chris Hayden, Manager
City of Bakersfield
Gregg R. Strakaluse, Public Works Director

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
County of
On July 12 th , 2023 before me, Anita Sinco Kerchner, Notary Public (insert name and title of the officer)
(insert name and title of the officer)
personally appeared Chris Hayden
who proved to me on the basis of sat/sfactory 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. ANITA SINCO KERCHNER COMM. 29304757 WERN COUNT PRINCE CAUFFRING KERN COUNT MY COMM. Exp. Sep. 12, 2023
Signature Shuth Aun K (Seal)

_	_
RECORDING REQUESTED BY AND FOR THE BENEFIT OF THE CITY OF BAKERSFIELD	
WHEN RECORDED MAIL TO:	
CITY CLERKS OFFICE CITY HALL 1600 TRUXTUN AVE. BAKERSFIELD, CA 93301	
MD 3-53	
No recording fee required: exempt pursuant to Government Code Section 27383	THIS SPACE FOR RECORDER'S USE ONLY
Government agency acquiring title – exempt from Documentary Transfer Tax per R & T Code 115	om . 922
GC 27388.1(a)(1): Recorded document is exprexempted from payment of recording fees (FBC	essly 0) Govt. agency)
Existing Legal: A Portion of Land 1 28, T30S., R27E., M.D.M., City of F	Lying East of the West 100 acres of the Southwest Quarter of Section Bakersfield, County of Kern, State of California.
Map or Project Number: Tract 687	74 Phase 1
ATN(s): 539-010-68-00-8	
	LOSING INCLUSION IN MAINTENANCE DISTRICT
with the Consolidated Maintenance D The real property herein desc assessed on an ongoing, yearly basis within the district. The appropriate Department. Assessment is imposed Majority Property Owner(s) as can be Although this property may estimated annual assessment for mai of this district, is \$252.96 per equiva of the district. In each subsequent ye Los Angeles - Riverside - Orange O	y, in Bakersfield, herein after referred to as ("Owner"), in connection district, located in the City of Bakersfield, CA. Cribed is located within the Consolidated Maintenance District and may be for maintenance of a public park and landscaping on public rights-of way. Street and Park Tiers will be assigned by the Parks and Recreation in accordance with California Proposition 218 with the Consent of the seen on the ballot cast and attached as Exhibit 'A'. have been assessed a lesser amount in the present tax year, the ultimate intenance of a public park and public landscaping based on full build out then dwelling unit, based on fiscal year 2022-2023 dollars and labor costs ear, annual assessments may increase by the cost of living reflected in the County / All Urban Consumers Consumer Price Index. (See Bakersfield 5.) This covenant may not be amended or modified without the prior
Dated This: July 12th, 20	<u>23</u>
Norris Road, LLC a California limited liability compar	City of Bakersfield
M-16-	
Chris Hayden Manager	Gregg R. Strakaluse Public Works Director

NOTE: All owner(s)/developer(s) signatures must be notarized.

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 July 12 th , 2023 before me, Anita Sinco Kerchner, Notary Public (insert name and title of the officer)
personally appeared <u>Chris Hayden</u> 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. ANITA SINCO KERCHNER COMM. #2304757 NOTARY PUBLIC CALIFORNIA KERN COUNTY KERN COUNTY
Signature (Seal)

Exhibit 'A' to the Covenant Disclosing Inclusion in a Maintenance District. PROPOSITION 218 BALLOT

CITY OF BAKERSFIELD CONSOLIDATED MAINTENANCE DISTRICT

This assessment ballot is for the use of the property owner of the parcel(s) identified below, which are proposed to be included in the City of Bakersfield Consolidated Maintenance District (CMD). This assessment ballot may be used to express either support for or opposition to inclusion within the CMD. To be counted, this assessment ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner.

[TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE]

OFFICIAL ASSESSMENT BALLOT

Property Owner: Norris Road, LLC, a California limited Property description: 539-010-68-00-8 (Address & Or ATN(s))	
The individual annual assessments for fiscal year 2022-2 per equivalent dwelling unit plus any costs incurred by the Ci office for adding parcels to the Tax Roll. NOTE: In each subse may increase by the cost of living reflected in the Los Angeles Urban Consumers Consumer Price Index.	ty from the County Assessor' quent year, annual assessment
ASSESSMENT BALLOT MEASUR	RE
Shall the City Council of the City of Bakersfield include the above described property within the Consolidated Maintenance	✓ Yes
District and levy an assessment not to exceed the amount set forth above?	O No
Norris Road, LLC,	

Title (if representing owner): Chris Hayden, Manager

Owner Signature:

Date:

a California limited liability company

7-12-23

0.11-

Recording requested by and for the benefit of the CITY OF BAKERSFIELD and when recorded, mail to:

> City Clerk 1600 Truxtun Ave. Bakersfield, CA 93301

No recording fee required: exempt pursuant to Government Code Section 27383.

The undersigned Grantor(s) declare(s) that the Documentary Transfer Tax is \$0 Grantee is Exempt Gov't Agency (R&T Code 11922)

GC 27388.1(a)(1): Recorded document is expressly exempted from payment of recording fees (FBO) Govt. agency)

Tract No. 6874 Phase 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT DISCLOSING DRILL SITE LOCATION

THIS COVENANT is executed on this 12th day of Joy , 2023, by Norris Road, LLC, a California limited liability company, (hereinafter "Owner/s") in connection with the recordation of the final map of the real property which is the subject of Tract No. 6874 Phase 1 located in the City of Bakersfield, California. This Covenant may not be amended or modified without the prior approval of the City of Bakersfield and shall run with the land. The real property herein described has a designated Drill Site located within Tract No. 6874 Phase 1.

Property Description:

The Drill Site is located within Lot 105 of Tract No. 6874 Phase 1, being a portion of land lying east of the west 100 acres of the southwest quarter of Section 28, T.30.S., R. 27.E., M.D.M., City of Bakersfield, County of Kern, State of California.

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.

attached, and not the truthfulness, accuracy, or validity of that document.					
State of California County of Kern					
On July 12 th , 2023 before me, Anita Sinco Kerchner, Notary Public (insert name and title of the officer)					
(insert name and title of the officer)					
personally appeared Chris Hayden					
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. ANITA SINCO KERCHNER COMMAN #2304757.					
Signature (Seal)					

Recording requested by and for the benefit of the CITY OF BAKERSFIELD and when recorded, mail to:

> City Clerk 1600 Truxtun Ave. Bakersfield. CA 93301

No recording fee required: exempt pursuant to Government Code Section 27383.

The undersigned Grantor(s) declare(s) that the Documentary Transfer Tax is \$0 Grantee is Exempt Gov't Agency (R&T Code 11922)

GC 27388.1(a)(1): Recorded document is expressly exempted from payment of recording fees (FBO) Govt. agency)

Tract No. 6874 Phase 1

COVENANT DISCLOSING PROXIMITY TO DRILL SITE LOCATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

this Covenant is executed on this 12th day of 15th day of 2023, by Norris Road, LLA, a California limited liability company, (hereinafter "Owner/s") in connection with the recordation of the final map of the real property which is the subject of Tract No. 6874 Phase 1 located in the City of Bakersfield, California. This Covenant may not be amended or modified without the prior approval of the City of Bakersfield and shall run with the land. The real property herein described has a designated Drill Site located within 500 feet of Lots 1 through 57, Lots 71 through 92 inclusive and Lots 107 and 108 of Tract 6874 Phase 1.

Property Description:

The Drill Site is located within Lot 105 of Tract No. 6874 Phase 1, being a portion of Section 28, T.30S., R.27E., M.D.M., City of Bakersfield, County of Kern, State of California.

Norris Road, LLC,				
A California limited liability company				
G. 11-				
Chris Hayden, Manager				
City of Bakersfield				
Gregg R. Strakaluse, Public Works Director				

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.

attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Kern
On Jvy 12 th , 2023 before me, Anita Sinco Kerchner, Notary Public (insert name and title of the officer)
(insert name and title of the officer)
personally appeared Chris Hauden
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. ANTA SINCO KERCHNER COMM. 923047767 NOTARY PUBLIC CALFORNIA REPROCESSIONAL REPORT REPOR
Signature Sink Sim K (Seal)
Signature . Character (Seal)



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements m.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 8/2/2023

WARD: Ward 7

SUBJECT: Transportation Impact Fee Credit Agreement with RGF Land Company,

Inc.(not to exceed \$105,594.94), for construction of Gosford Road north bound lane between Berkshire Road to the Phase 1/5 boundary of

Tract 7261.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Metropolitan Bakersfield Transportation Impact Fee program ensures that new development bears a proportionate share of the cost of capital expenditures necessary to provide a regional transportation system consistent with the Circulation Element of the Metropolitan Bakersfield General Plan. Funds collected from transportation impact fees are used for the purpose of capital improvements to the transportation facilities contained within the Regional Transportation Facilities (RTIF) List. The Phase IV RTIF list was adopted July 7, 2009 (Resolution 084-09). Such improvements shall be those made necessary by new development, including, but not limited to widening of roadways or installation of a traffic signal. No funds generated by the program are used for periodic or routine maintenance.

When a developer is required to construct an improvement that is on the Regional Transportation Facilities List, the developer is eligible to receive a credit against the traffic impact fees for that project. The developer must submit a credit request, project description, and a complete cost estimate consistent with the unit costs established by the facilities list.

As a requirement of development of Tract Map 7261 phase 5, RGF Land Company, Inc., has constructed the northbound lane of Gosford Road between Berkshire and the boundary of Tract 7261 phases 1-5. The City has listed these improvements on the Phase IV Regional Facilities List as required facilities for the orderly development of the transportation infrastructure required by the expected development of the Metropolitan Bakersfield General Plan. The City has budged \$105,594.94 (.2028466 lane miles constructed x \$520,565.50 per lane mile) for the construction of these improvements.

RGF Land Company, Inc., wishes to receive a transportation impact fee credit (not to exceed \$105,594.94) for the construction of the above-listed improvement. RGF Land Company, Inc., would like to transfer this credit to Old Farm Properties, LLC., and apply to Tract 7268 as listed on Exhibit C attached.

ATTACHMENTS:

Description Type

Transportation Impact Fee Agreement w Exhibits Tract
Agreement
Agreement

AGREEMENT	NO.	

TRANSPORTATION IMPACT FEE CREDIT AGREEMENT

This Transportation Impact fee	CREDIT AGREEMENT ("Agreement") is
made and entered into on	, by and between the CITY OF
BAKERSFIELD, a Charter city and municip	al corporation, ("CITY" herein) and RGF
LAND COMPANY, INC., a corporation a	uthorized to do business in California
("DEVELOPER" herein).	

RECITALS

- **WHEREAS**, DEVELOPER is developing Tract Map 7261 Phase 5 ("Project") located at the northeast corner of Gosford Road and Berkshire Road; and
- WHEREAS, development of the Project requires the construction of Gosford Road to full ½ width on the north bound lane between Berkshire Road to the Phase 1/5 boundary (Regional Transportation Impact Fee (RTIF) Project #B543 for non-core facilities, as more specifically detailed on **Exhibit B**, attached hereto, and incorporated herein by this reference (the "Improvements"); and
- **WHEREAS**, DEVELOPER is obligated to pay Regional Transportation Impact Fees upon issuance of building permits within the Project (the "Fees"); and
- **WHEREAS**, CITY lists the Improvements on the Phase IV Regional Transportation Non-Core Facilities List as a required facility for the orderly development of the transportation infrastructure required by the expected development of the Metropolitan Bakersfield General Plan; and
- **WHEREAS**, CITY has budgeted \$105,594.94 (the "Budget") for RTIF Project #B543 for the construction of the Improvements; and
- **WHEREAS**, to offset some or all of the Fees, DEVELOPER has constructed the Improvements in accordance with plans and specifications approved by CITY; and
- **WHEREAS**, CITY has agreed to allow DEVELOPER to construct the Improvements as an offset or credit to some or all of the Fees as provided in Bakersfield Municipal Code section 15.84.090B; and
- **WHEREAS**, DEVELOPER will receive a credit equal to the actual cost to design and construct the improvements and desires to transfer the Credit in the amount of \$105,594.94 to Old Farm Properties, LLC.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

- 1. <u>IMPROVEMENTS CONSTRUCTED</u>. DEVELOPER has constructed improvements in accordance with approved plans and specifications. DEVELOPER has previously posted the security required by CITY and provided to CITY the required insurance documents.
- 2. <u>CREDIT</u>. Subject to the following, CITY will allow DEVELOPER to offset the Fees in an amount equal to the actual cost to design and construct the Improvements but not to exceed the Budget amount.
 - 2.1. DEVELOPER will receive a credit equal to the cost to design and construct the improvements in the amount of \$105,594.94 (the "Credit") as outlined on the Engineer's Estimate, attached hereto, and incorporated herein by this reference as Exhibit A.
 - **2.2.** DEVELOPER has provided CITY with written documentation of the actual costs to design and construct the Improvements.
 - 2.3. Except as provided to the contrary in Section 3 of the Agreement, the Credit belongs to DEVELOPER and may not be assigned. It is DEVELOPER's obligation to notify CITY if any portion of the Project has been transferred to another party, person, or entity. If DEVELOPER fails to notify CITY of the transfer, and CITY inadvertently issues some or all of the Credit to a third party as a result of DEVELOPER's failure, the portion of the Credit issued the third party will be discounted from the amount of the Credit available to DEVELOPER.
 - 2.4. DEVELOPER authorizes the City to transfer the Credit in the amount of \$105,594.94 to Old Farm Properties, LLC., for fees as provided in Bakersfield Municipal Code section 15.84.090B for Tract 7268 as set forth in Exhibit C attached hereto and incorporated by reference herein.
 - **2.5.** City consents to the transfer of the Credit in the amount of \$105,594.94 to Old Farm Properties, LLC., for fees as provided in Bakersfield Municipal Code section 15.84.090B for Tract 7268.
- 3. <u>ASSIGNMENT</u>. DEVELOPER shall have the right to assign or transfer this Agreement and/or any of its rights, interests, duties, liabilities, obligations, or responsibilities to an affiliate of DEVELOPER or to a person or entity acquiring all or any portion of the Project, upon written notice thereof given to CITY. Except as provided to the contrary in the preceding sentence, neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this G:\GROUPDAT\TIF\Credit Agreements\T7261\RTIF Credit Agreement with Developer Transfer T7261.docx

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 without the prior written consent of the non-assigning party or parties. Except as provided to the contrary in the first sentence of this Section 3, absent the prior written approval of the non-assigning party or parties, any 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.

4. MISCELLANEOUS.

- 4.1. <u>NO WAIVER OF DEFAULT</u>. 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. The acceptance of work or services, or payment for work or services, by CITY shall not constitute a waiver of any provisions of this Agreement.
- **4.2. 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.
- **4.3. 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

Attn: Gregg Strakaluse, Public Works Director 1600 Truxtun Avenue

Bakersfield, California, 93301 Telephone: (661) 326-3724

DEVELOPER: RGF Land Company, Inc.

Attn: Tom Dee

9100 Ming Avenue, Suite 120

Bakersfield, CA 93311 Telephone (661) 335-6104

- **4.4. 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.
- **4.5. INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- **4.6.** 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.
- 4.7. 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 to be 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 that this Agreement constitute 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.
- **4.8. NEGATION OF PARTNERSHIP.** CITY shall not become or be deemed to be a partner or joint ventures with DEVELOPER or associate in any such relationship with DEVELOPER by reason of the provisions of this Agreement. DEVELOPER shall not for any purpose be considered an agent, officer, or employee of CITY.
- 4.9. INDEMNITY. DEVELOPER shall indemnify, defend, and hold harmless CITY, its 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 DEVELOPER or DEVELOPER'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 negligence or willful misconduct.
- 4.10. <u>EXHIBITS</u>. In the event of a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits G:\GROUPDAT\TIF\Credit Agreements\T7261\RTIF Credit Agreement with Developer Transfer T7261.docx
 Page 4 of 6

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.

- **4.11.** 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.
- **4.12. 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.
- **4.13. NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- **4.14.** ACCEPTANCE OF WORK OR SERVICES. The acceptance of work or services, or payment for work or services, by CITY shall not constitute a waiver of any provisions of this Agreement.

CITY	DEVELOPER
CITY OF BAKERSFIELD	RGF Land Company, Inc.
By: KAREN GOH, Mayor	By:
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	Title: PRESIDENT
By: GREGG STRAKALUSE Public Works Director	

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

City Attorney
By:
COUNTERSIGNED:
By: RANDY McKEEGAN Finance Director

APPROVED AS TO FORM:

JHR/vlg

Attachments:

Exhibit A – Engineer's Estimate

Exhibit B – Improvements

Exhibit C – Tracts Eligible for TIF Credit

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

	g this certificate verifies only the identity of the indivi ttached, and not the truthfulness, accuracy, or validity	
STATE OF CALIFORNIA	}	
COUNTY OF KERN	}	
On July, 31, 2023 before me,	Kathleen Garzelli, Notary Public	Notary
Public, O Date	(here insert name and title of the officer)	
personally appeared	Jeffrey A. Meger	
subscribed to the within instrument a in his/her/their authorized capacity(in the person(s), or the entity upon behavior.	tisfactory evidence to be the person(s) whose and acknowledged to me that he/she/they exerts), and that by his/her/their signature(s) on the lalf of which the person(s) acted, executed the TRY under the laws of the State of California the ect.	ecuted the same he instrument instrument.
WITNESS my hand and official seal. Signature:		BRS12
Description of Attached Document		
Title or Type of Document:	Number of Pages:	
Document Date: Oth	her:	
2015 Anostille Service, 707-992-5551 www.Califo	orniaApostille.us California Mobile Notary Network w	ww.CAMNN.com

EXHIBIT A

RTIF Refund Estimate	
Construction of Gosford Road (Sta.	10+00.00 C.L. to Sta. 20+71.03 C.L.)
RGF Land Company, Inc Tract 7261 I	Phase 5 Offsite Street Improvements

Date: 4/16/2021 Job No: 013-099-01

Roadway Construction Total:

Total

RGF Land Company	y, Inc Tract 7261 Phase 5 Offsite Street Improvements			F	Prepared By:	BNR
Item No.	Item Description	Qty	Unit	Item \$	RTIF %	RTIF Credit \$
RTIF Program Cost	Allowance					
	ts (Identified RTIF Improvements)					
•	Road: 2 Lane Addition from Panama Lane to SR 119/Taft	1071	lf	2,082,262.00	5.07%	105,594.94
Highway (4	4.0 lane-miles)			2,082,262.00	Sub-Total	105,594.94
				Roadway Constr	uction Total:	105,594.94
					Total	105,594.94
	Costs per Contractor and Sub-Contractor Invoice					
Street Improvement						
 Gosford R 	Road: (Grading & Pavement Section)	1	ls	155,993.71		155,993.71
					Sub-Total	155,993.71

PROFESS/ONLY

No. 55102

No. 55102

DATE: 06/20/2023

155,993.71 155,993.71 Construction of Gosford Road (Sta. 10+00.00 C.L. to Sta. 20+71.03 C.L.)

Job No: 013-099-01 RGF Land Company, Inc Tract 7261 Phase 5 Offsite Street Improvements Prepared By:

Limits of Construction Required per Conditions of Approval

Gosford Road - Construct one additional lane northbound from STA. 10+00.00 to STA. 20+71.03

RTIF Credit Estimate based on RTIF Phase IV Amount Available for Improvements

Item No.	Item Description	Qty	Unit	Unit \$	Item \$ - RTIF Funding
	Street Improvements (Identified RTIF Improvements) Gosford Road: Two lane addition from Panama to SR 119/Taft Highway (RTIF Project Number B543)	4	Lane Miles	520,565.50	2,082,262.00
	Required Frontage Street Improvements Gosford Road: One lane Northbound (Station 30+26.05 to Station 20+71.03)	0.20	Lane Miles	520,565.50	105,594.94

No. 55102 06/20/2023 DATE:

Total Available RTIF Phase IV Funds for Panama Lane:

Date:

105,594.94

4/3/2023

mjt

RTIF Quantity Takeoff based on Quantities for Reimbursement Construction of Gosford Road (Sta. 10+00.00 C.L. to Sta. 20+71.03 C.L.) RGF Land Company, Inc Tract 7261 Phase 5 Offsite Street Improvements

Date: 6/16/2023

Job No: 013-099-01

Prepared By: BNR

Item No.	Item Description	Qty	Unit	Contractor Unit (\$)	Contractor Item (\$)
Street Im	provements				
1.	Paving - 1 Lane (0.45 AC/0.6AB/1.45) pro-rated	12852	sf	4.94	63,490.66
2.	Mill Existing AC Down 125' & Haul, Sweep Milled	1	ls	49,575.75	49,575.75
	Roadway with Street Broom, Tack Roadway with				
	Blended SS1h, Furnish, Haul & Place AC Overlay				
	20" Thick, Fog Seal with Blended SS1h, Road				
	Closure, pro-rated				
3.	Extra Subgrade Work over Crimson Oil Line along	1	ls	42927.3	42927.3
	Gosford Street Improvements-Subgrade compaction			Sub-Total	155,993.71
	Done with full base at 1.45' over crimson line 13' wide				

Grand Total Roadway Construction: 155,993.71

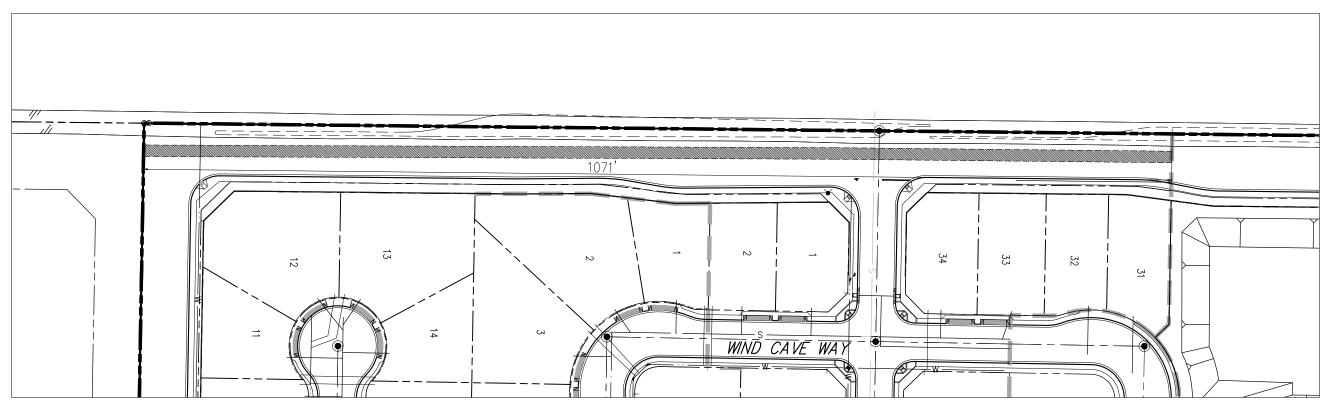
No. 55102

No. 55102

PATE: OF CALIFORNIA

DATE: 06/20/2023

EXHIBIT B

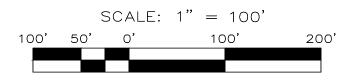


GOSFORD ROAD

1 THROUGH LANE: 12,852 SQFT.











PRELIMINARY NOT FOR CONSTRUCTION

GOSFORD ROAD IMPROVEMENTS
FOR RTIF REIMBURSEMENT

EXHIBIT C

The following tract lot will receive a Transportation Impact Fee credit (not to exceed \$105,594.94) for improvements constructed on Gosford Road northbound lane between Berkshire Road and Phase 1/5 boundary.

Tract 7268



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements n.

TO: Honorable Mayor and City Council

FROM: Rick Anthony, Director of Recreation and Parks

DATE: 8/8/2023

WARD: Ward 7

SUBJECT:

Agreement with Norris Road LLC, (Developer) and LGI Homes-California, LLC. (LGI HOMES) to construct and dedicate Harvest Grove Park located within vesting tentative tract map 6873 and 6874.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

On July 20, 2006, Planning Commission adopted Resolution Number 156-06, approving vesting tentative tract map (VTTM) 6874, a three phased subdivision located at the Northwest corner of Reliance Drive and McCutchen Road. Resolution Number 156-06 for VTTM 6874 includes current condition #22, which requires DEVELOPER to dedicate 1.63 acres and reserve 0.59 acres of parkland and enter into a park improvement/construction agreement with CITY for a portion of the Harvest Grove Park, prior to recordation of the final tract map.

The future Harvest Grove Park site is currently owned by two separate entities, LGI HOMES which owns the western portion of the park via VTTM 6873 (PARK, Phase One, 3.4 acres) and DEVELOPER which owns the eastern portion of the park via VTTM 6874 (PARK, Phase Two, 2.2) acres).

On August 17, 2022, Council approved Agreement No. 2022-145 with LGI HOMES allowing for the PARK, Phase One construction, subject to CITY's conditions of approval. LGI HOMES now desires to construct PARK, Phase Two, on DEVELOPER's property.

The underlying agreement confirms that LGI Homes will allow DEVELOPER to enter its property and construct PARK, Phase Two, the future Harvest Grove Park, in accordance with CITY standards, while at the same time satisfying conditions of approval with CITY. Subsequent to construction, both parties will dedicate their portions of the future park to the CITY.

At this time, there are no financial obligations on part of the CITY for this agreement. There is no impact to the General Fund.

ATTACHMENTS:

Description Type

Agreement Agreement

AGREEMENT	NO.	

AGREEMENT TO CONSTRUCT AND DEDICATE HARVEST GROVE PARK, PHASE TWO, LOCATED WITHIN VESTING TENTATIVE TRACT MAP 6874

This **AGREEMENT** is made and entered into on _______, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), **NORRIS ROAD**, **LLC.**, a California limited liability company ("DEVELOPER" herein), and **LGI HOMES-CALIFORNIA**, **LLC.**, a California limited liability company ("LGI HOMES" herein).

RECITALS

WHEREAS, on July 20, 2006, Planning Commission adopted Resolution Number 156-06, approving vesting tentative tract map (VTTM) 6874, a three phased subdivision located at the Northwest corner of Reliance Drive and McCutchen Road, as shown in **Exhibit A**; and

WHEREAS, Resolution Number 156-06 for VTTM 6874 includes current condition #22, which requires DEVELOPER to dedicate 1.63 acres and reserve .59 acres of parkland and enter into a park improvement/construction agreement with CITY for a portion of the future Harvest Grove Park, prior to recordation of the final tract map; and

WHEREAS, on March 20, 2015, DEVELOPER obtained a revised phasing plan which rephased VTTM 6874 from three to two phases, as shown in **Exhibit B**; and

WHEREAS, the future Harvest Grove Park site is currently owned by two separate entities, LGI HOMES which owns the western portion of the park via VTTM 6873 (PARK, Phase One, 3.4 acres) and DEVELOPER which owns the eastern portion of the park via VTTM 6874 (PARK, Phase Two, 2.2 acres), as shown in Exhibit C; and

WHEREAS, LGI HOMES agreed to construct PARK, Phase One as described in Agreement No. 2022-145, subject to CITY's conditions of approval; and

WHEREAS, LGI Homes now desires to construct PARK, Phase Two, on DEVELOPER's property; and

WHEREAS, DEVELOPER will allow LGI HOMES to enter its property and construct PARK, Phase Two; and

WHEREAS, future Harvest Grove Park will be built in accordance with CITY standards; and

WHEREAS, subsequently, both parties will dedicate their portions of the future park to CITY; and

WHEREAS, DEVELOPER, LGI HOMES and CITY desire to enter into this Agreement to set forth DEVELOPER and LGI HOMES' obligations with respect to the construction and future dedication of PARK, Phase Two;

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY, DEVELOPER and LGI HOMES mutually agree as follows:

1. REQUIREMENT TO COORDINATE FOR CONSTRUCTION OF HARVEST GROVE PARK, PHASE TWO AND SUBSEQUENT DEDICATION.

- 1.1. This Agreement satisfies current condition #22 for VTTM 6874 requiring DEVELOPER to dedicate parkland and enter into a park improvement/construction agreement with CITY for the public park area of PARK, Phase Two, subject to the following:
 - 1.1.1. The future Harvest Grove Park site is currently owned by two separate entities, LGI HOMES which owns the western portion of the park via Tract 6873 (PARK, Phase One, 3.4 acres) and DEVELOPER which owns the eastern portion of the park via Tract 6874 (PARK, Phase Two, 2.2 acres). LGI HOMES will construct PARK, Phase One as described in Agreement No. 2022-145. LGI HOMES will also construct PARK, Phase Two, on DEVELOPER's property as DEVELOPER has agreed to allow said construction. Subsequently, both parties will dedicate their portions of the future Harvest Grove Park to the CITY in fee;
 - 1.1.2. Prior to recordation of Phase 2 of VTTM 6874, as shown on attached Exhibit A, the DEVELOPER and LGI HOMES shall coordinate in order to obtain CITY review and approval of detailed construction drawings of park improvements for PARK, Phase Two. CITY's approval of park improvements shall be similar to Exhibit C and include street improvements adjacent to PARK, Phase Two to be conditioned upon the approval by CITY of said construction drawings;

LGI HOMES, LLC AGREEMENT

- 1.1.3. PARK, Phase Two shall include landscape, irrigation and security lighting. Additionally, PARK, Phase Two shall generally consist of several picnic areas containing picnic tables, barbeque grills, trash receptables, as well as a dog waste station and one large gazebo;
- 1.1.4. Prior to recordation of Phase 2 of VTTM 6874, as shown on attached **Exhibit A**, the DEVELOPER shall enter into an Agreement with CITY for the dedication and transfer of the fee ownership of PARK, Phase Two to the CITY and enter into escrow. DEVELOPER and LGI HOMES shall also have constructed the park improvements of PARK, Phase Two. PARK, Phase Two shall be constructed, operational and open to the public, as approved by the CITY.
- **RECORDATION.** This Agreement and its Exhibits shall be recorded at the Kern County Hall of Records against the properties, VTTM 6873 (APN 539-010-66-) and VTTM 6874 (APN 539-011-06) by CITY.
- 3. <u>COVENANTS RUN WITH THE LAND</u>. All provisions of this Agreement shall run with the land and be binding upon the parties, their respective heirs, administrators, executors, successors, assigns, devisees, representatives and all other persons or entities acquiring the property (or any portion thereof or interest therein) which is the subject of this Agreement.
- **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.
- **SEVERABILITY.** If any provision of this Agreement may prove to be invalid, void or illegal, it is the intent of the parties that all other provisions of this Agreement shall remain fully valid, enforceable and binding on the parties hereto.
- **ACCEPTANCE.** The acceptance of work or services, or payment for work or services, by CITY shall not constitute a waiver of any provisions of this Agreement.
- 7. <u>NO WAIVER OF DEFAULT</u>. 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.
- 8. **COUNTERPARTS.** This Agreement may be executed simultaneously or in

- one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.
- 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. **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.
- 11. NON-INTEREST. No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).
- 12. COMPLIANCE WITH ALL LAWS. DEVELOPER and LGI HOMES shall, at their 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.
- 13. INDEMNITY. DEVELOPER and LGI HOMES 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 both parties independent contractors, employees, agents, companies, 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.
- HAZARDOUS MATERIALS. DEVELOPER knows of no hazardous material 14. stored, dumped or in any way placed in, on, over or about that portion of PARK, Phase Two property being conveyed at the time. DEVELOPER knows of no activities, either public or private, wherein DEVELOPER or a third party has placed or dumped any hazardous material of any nature in, on, over or about that portion of PARK, Phase Two property being conveyed at the time. DEVELOPER takes full responsibility for cleaning up any hazardous

material placed in, on or about PARK, Phase Two property at any time prior to CITY taking title and hereby fully indemnifies CITY, and CITY's successors and assigns, from any and all liability, claims, actions, causes of action or demands whatsoever for clean-up of hazardous materials found in, on, over or about that portion of PARK, Phase Two property being conveyed at the time placed prior to CITY taking title.

15.	shall be personal effective upon a	CITY OF BAKERSFIELD
		RECREATION AND PARKS DEPARTMENT 1600 Truxtun Avenue 3 rd Floor Bakersfield, California 93301 Telephone: (661) 326-3866

DEVELOPER:

NORRIS ROAD - CALIFORNIA, LLC

Attn: Chris Hayden P.O. Box 22590

Bakersfield, CA 93390 Telephone: 661 654-0300

LGI HOMES - CALIFORNIA, LLC

Attn: Brandon Chafey

2251 Douglas Blvd. Ste #110

Roseville, CA 95661

Telephone: (760) 296-7225

16.	TAX NUMBERS.
	DEVELOPER's Federal Tax Identification Number: 77-0597185 Is DEVELOPER a corporation? Yes NoX_
	LGI's Federal Tax Identification Number: 46-3088013 Is DEVELOPER a corporation? Yes X No

17. <u>FURTHER ASSURANCES</u>. 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.

- 18. <u>EXHIBITS</u>. 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.
- 19. <u>MERGER AND MODIFICATION</u>. 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.
- 20. <u>NEGATION OF PARTNERSHIP</u>. CITY shall not become or be deemed a partner or joint venturer with DEVELOPER or LGI HOMES or associate in any such relationship with DEVELOPER or LGI HOMES by reason of the provisions of this Agreement. DEVELOPER and LGI HOMES shall not for any purpose be considered an agent, officer or employee of CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"	"DEVELOPER"
CITY OF BAKERSFIELD	NORRIS ROAD – CALIFORNIA, LLC
By: KAREN GOH Mayor	By: CHRIS HAYDEN Manager
APPROVED AS TO CONTENT: RECREATION AND PARKS	LGI HOMES-CALIFORNIA, LLC
By: RICK ANTHONY Recreation and Parks Director Insurance:	By: BRANDON CHAFEX Officer

LGI HOMES, LLC AGREEMENT

(Additional Signature on Following Page)

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.

- **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.
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- 20. <u>NEGATION OF PARTNERSHIP</u>. CITY shall not become or be deemed a partner or joint venturer with DEVELOPER or LGI HOMES or associate in any such relationship with DEVELOPER or LGI HOMES by reason of the provisions of this Agreement. DEVELOPER and LGI HOMES shall not for any purpose be considered an agent, officer or employee of CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY" CITY OF BAKERSFIELD	"DEVELOPER" NORRIS ROAD – CALIFORNIA, LLC
By: KAREN GOH Mayor	By:CHRIS HAYDEN Manager
APPROVED AS TO CONTENT: RECREATION AND PARKS	LGI HOMES-CALIFORNIA, LLC
RICK ANTHONY Recreation and Parks Director Insurance:	BRANDON CHAFEY Officer

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.

validity of that document.
State of California County of
On August 3 rd , 2023 before me, Anita Sinco Kerchner, Notary Public (insert name and title of the officer)
personally appeared Chris Hayden who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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 Thits Limb (Seal)

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	::::::::::::::::::::::::::::::::::::::						
A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	ries only the identity of the individual who signed the document accuracy, or validity of that document.						
State of California County of Placer							
On August 3 2023 before me, Jonathan Llesch, Notary public, Date Here Insert Name and Title of the Officer Brandon Chafex							
Date Brandon Chap	Here Insert Name and Title of the Officer						
personally appeared							
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/ber/their signatupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity						
JONATHAN LIESCH Notary Public - California Placer County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
Commission # 2381685 My Comm. Expires Nov 4, 2025	WITNESS my hand and official seal.						
	fut 11						
	Signature						
Place Notary Seal and/or Stamp Above	Signature of Notary Public						
Completing this information can d	ONAL deter alteration of the document or form to an unintended document.						
Description of Attached Document							
Title or Type of Document:							
Document Date:	Number of Pages:						
Signer(s) Other Than Named Above:							
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:						

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By:

VIRIDIANA GALLARDO-KING

Deputy City Attorney II

COUNTERSIGNED:

By:______RANDY MCKEEGAN

Finance Director

VGK:ag

Attachments: **Exhibit A** – Phasing Map of Vesting Tentative Tract 6874

Exhibit B – Revised Rephasing Plan for Vesting Tentative Tract 6874

Exhibit C -Norris Road, LLC-Harvest Grove Park, Phase II

EXHIBIT A

Phasing Map of Vesting Tentative Tract 6874

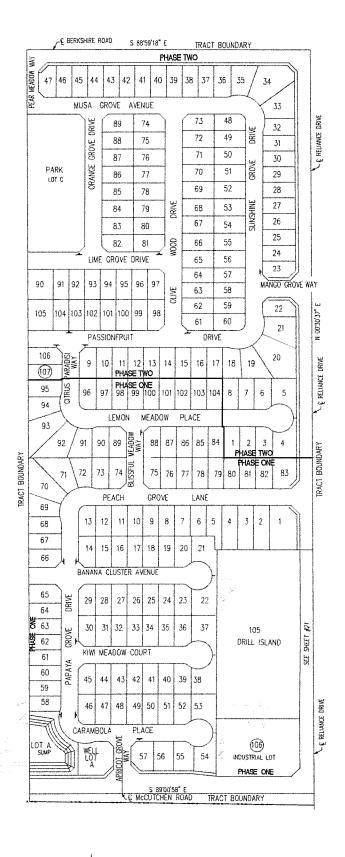








EXHIBIT B

Revised Phasing Plan for Vesting Tentative Tract 6874

EXHIBIT B



MEMO

Date: 03/13/15

To: Mr. John Baker

CITY OF BAKERSFIELD - Public Works

From: Sandee Turner

SMITHTECH USA, INC.

Re: Tract 6874 Revised Phase Map

Dear John:

Enclosed please find one copy of the revised Phase map for Tract 6874 for your check and review. Included is the check for the \$530.00 fee.

Thank you for your assistance with this project.

Sincerely,

Sandee Turner



PUBLIC WORKS DEPARTMENT
NICK FIDLER • DIRECTOR • CITY ENGINEER

March 20, 2015

SmithTech USA Inc. 1424 17th Street The Haberfelde Building Bakersfield, CA 93301

Attn: Robert E. Smith

SUBJECT:

Revised Phasing Plan for Tract 6874

Dear Robert,

The following revised conditions are based upon the revised phasing plan for Tract 7255 dated 3/13/2015 (attached):

- 1. The following shall occur with Phase 1:
 - a. Construct Reliance Drive to full ½ width from McCutchen Road to Peach Grove Lane.
 - b. Construct McCutchen Road to full ½ width for the phase 1 frontage, extending to the east of Reliance Drive and across the frontage of the drill site to the east side of the drill site, or if Vesting Tentative Tract 6875 records first, the improvements on the north ½ of McCutchen Road along the frontage of VTM 6875, including the drill site frontage shall be constructed by VTM 6875. (The intent of these conditions is to have the improvements on north half of McCutchen Road be constructed with VTM 6874 or VTM 6875 whichever occurs first.)
 - c. Construct McCutchen Road a minimum of 32 feet wide from Phase 1 to Gosford Road.
- 2. The following shall occur with Phase 2:
 - a. Construct Reliance Drive to full ½ width from Peach Grove Lane to Berkshire Road.
 - b. Construct Berkshire Road to full ½ width for the phase 2 frontage.

All of the other conditions as approved by the Planning Commission still apply. If you have any questions, please contact Daniel Padilla at (661) 326-3590.

Very truly yours,

NICK FIDLER
Public Works Director

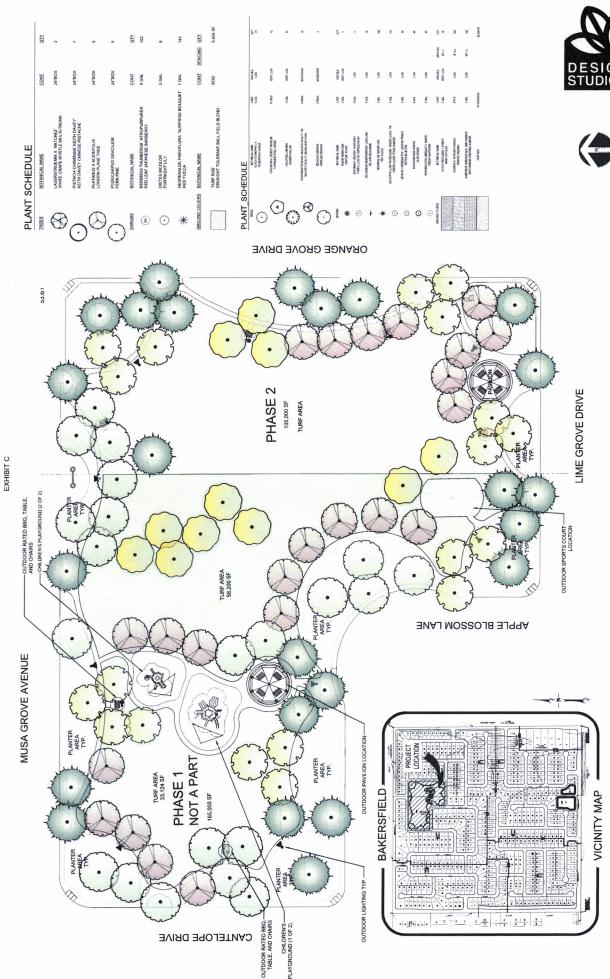
By Marian P. Shaw

Civil Engineer IV - Subdivisions

xc: Reading File T 6874 File

EXHIBIT C

Norris Road, LLC-Harvest Grove Park, Phase II



LGI Homes- Harvest Grove Park Phase I & II

Conceptual Landscape Plan



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements o.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 6/22/2023

WARD:

SUBJECT: Agreement with Crosstown Electrical & Data, Inc. (\$2,300,000), for the

installation of an Advanced Traffic Management System.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

This project will furnish, install, integrate, and test all necessary software and hardware to make operational an Advanced Traffic Management System (ATMS) that includes Adaptive Signal Control Technology (ASCT) and a Central Traffic Signal System. This new ATMS will enable transportation professionals to proactively manage traffic conditions and promote mobility through real-time traffic data collection and management tools. The ASCT-enabled traffic controllers and Central Traffic Signal System will allow for optimal signal timing by adjusting timing parameters based on prevailing traffic conditions in real-time. The Contractor shall implement the ATMS and new controllers at one hundred twenty-four (124) intersections along Truxtun Avenue, H Street, Oak Street, Ming Avenue, Hageman Road, Coffee Road/Gosford Road, Chester Avenue, 23rd Street, 24th Street, Calloway Drive/Old River Road, California Avenue, and New Stine Road/Stine Road.

This project is 88.53% federally funded through the Congestion Mitigation and Air Quality Program (CMAQ) and 11.47% locally funded through gas tax funds.

Public Works issued a Request for Proposal (RFP) for the ATMS project and the following four firms responded:

Econolite Systems (Anaheim, CA)

Crosstown Electrical & Data, Inc. (Irwindale, CA)

Yunex LLC (Austin, TX)

Cubic ITS, Inc. (Sugarland, TX)

Based on a review of the proposals, the selection committee, which consisted of staff from the Public Works Department, determined Crosstown Electrical & Data, Inc. and Econolite Systems were the most qualified and responsive to the RFP. Therefore, the selection committee

interviewed both firms. Based on the firm's qualifications, project approach, and fee proposal being favorable to the City, staff recommends award of the Agreement to Crosstown Electrical & Data, Inc.

The adopted Capital Improvement Program allocated \$2,533,658 in Projects #T1K304 and #T1K305 for the services outlined in this agreement. Sufficient funds are budgeted to award the agreement.

ATTACHMENTS:

	Description	Type
ם	Crosstown Electrical Data Agreement	Agreement
D	Exhibit A	Exhibit

AGREEMENT	NO	_
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INDEPENDENT CONTRACTOR'S AGREEMENT

This INDEPENDENT CONTRACTOR'S A	GREEMENT ("A	Agreement'	') is made and
entered into on	, by and	between	the CITY OF
BAKERSFIELD, a municipal corporation	(referred to	herein as	"CITY"), and
CROSSTOWN ELECTRICAL & DATA, INC. a c	corporation au	uthorized to	do business in
California (referred to herein as "CONTRA	CTOR").		

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of Advanced Traffic Management System (ATMS) and Adaptive Signal Control Technology (ASCT) strategies; and

WHEREAS, CITY strives to continually develop mobility solutions as a way to reduce traffic congestion, reduce vehicle emissions and encourage healthy living in the community; and

WHEREAS, CITY has secured funding for both hardware, software and training for an ATMS and ASCT system; and

WHEREAS, CITY desires to employ CONTRACTOR to furnish, develop, integrate and test the hardware and software necessary to provide a fully operational ATMS and ASCT system, as set forth herein.

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 shall perform the following: furnish, install, integrate, and test all necessary software and hardware to make operational an ATMS that includes ASCT and a Central Traffic Signal System, as set forth in more detail and pursuant to CONTRACTOR's Proposal attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). The Scope of Work expressly includes implementation of the ATMS and new signal controllers at one hundred twenty-four (124) intersections along Truxtun Ave, H Street, Oak Street, Ming Avenue, Hageman Road, Coffee Road/Gosford Road, Chester Avenue,

23rd Street, 24th Street, Calloway Drive/Old River Road, California Ave, and New Stine Road/Stine Road. 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 into the Scope of Work 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) (if Project Federally Funded)
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) (if Project Federally Funded)
- Subcontracting Request Form (Exhibit 16-B, LAPM) (if Project Federally Funded)
- Prevailing Wage Rates (Davis-Bacon) (if Project Federally Funded)
- Title VI Assurances and Appendices (if Project Federally Funded)
- 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. <u>COMPENSATION/PAYMENT PROCEDURE</u>. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

A total, lump sum payment of Two Million, Three Hundred Thousand Dollars and Zero Cents (\$2,300,000) after the Scope of Work is completed to CITY's satisfaction.

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 \$2,300,000 for performing the Scope of Work.

3. <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall not terminate until satisfactory completion of the Scope of Work <u>and</u> conclusion of the applicable three (3) year software, maintenance, and technical support warranty period(s), as set forth in more detail in **Exhibit A**.

The CONTRACTOR shall diligently work to complete the installation phase of the Scope of Work within one (1) year of the date of CITY's authorization to begin work. Should any claims against CITY or CONTRACTOR arising out of the Scope of Work be asserted during the term of this Agreement, CITY and CONTRACTOR may agree to extend the termination date of this Agreement.

- **IERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
- 5. <u>COMPLIANCE WITH ALL LAWS</u>. 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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>DIRECTION</u>. 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.
- **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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. 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 licensees or professional degrees.
- 13. <u>STANDARD OF PERFORMANCE</u>. 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.
- **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.

- **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").
 - **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.
 - **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.
- 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. <u>THIRD PARTY CLAIMS</u>. 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. <u>INDEMNITY</u>. 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. <u>ASSIGNMENT</u>. 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. <u>ACCOUNTING RECORDS</u>. 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.
- **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. <u>COUNTERPARTS</u>. 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.
- **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.
- **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. <u>NOTICES</u>. 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

1501 Truxtun Avenue

Bakersfield, California 93301

Attn: Traffic Engineer

CONTRACTOR: CROSSTOWN ELECTRICAL & DATA

5454 Diaz Street Irwindale, CA 91706

Attn: David P. Heermance Cc: dave@crosstowndata.com

- **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.** <u>TITLE TO DOCUMENTS</u>. 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 N	umber	<u>22-36</u>	<u> 11877 </u>	
CONTRACTOR is a corporation?	Yes	Χ	No	
·	(Please check one.)			

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

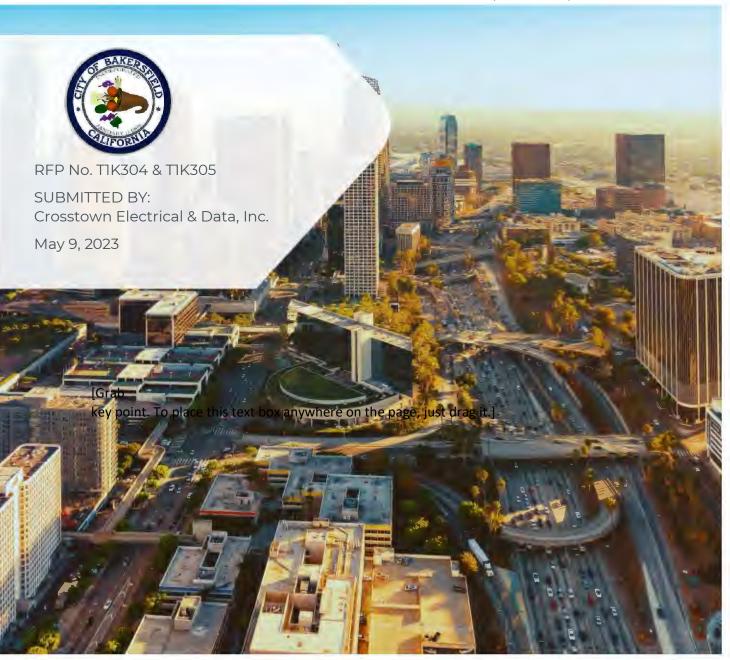
Signatures on Following Page

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	CROSSTOWN ELECTRICAL & DATA
By: KAREN GOH Mayor	By: David Heermance Title: President
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: GREGG STRAKALUSE Public Works Director	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
ASHLEY E. ZAMBRANO Deputy City Attorney Insurance:	
COUNTERSIGNED:	
RANDY MCKEEGAN Finance Director	
Attachment: Exhibit A	
AEZ/em S:\Public Works\Agrs\23-24\Crosstownelecdata.Docx	

EXHIBIT A

PROPOSAL FOR City of Bakersfield

Advanced Traffic Management System – ASCT, Central, and Controllers



PREPARED BY:









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Purchasing Division City of Bakersfield 1600 Truxton Ave, 2nd Floor Bakersfield, CA 93301 Crosstown Electrical & Data, Inc. 5454 Diaz Street Irwindale, CA 91706 (626) 813-6693 Contact Person: Mr. David P. Heermance

dave@crosstowndata.com

May 9, 2023

Subject: Cover Letter – Proposal for Advanced Traffic Management System – ASCT, Central and Controllers RFP No. T1K304 & T1K305

Dear Members of the Selection Committee:

Crosstown Electrical and Data Inc. ("Crosstown") would like to express our sincere appreciation for the opportunity to submit this proposal in response to the Advanced Traffic Management System (ATMS), Signal Coordination Part 1 (T1K304) and Traffic Signal Communications on Arterial (T1K305) projects for the City of Bakersfield.

Crosstown Electrical and Data, Inc. is a Southern California based Electrical & General Contractor specializing in the installation of Electrical and Intelligent Transportation System (ITS) Infrastructure, fiber optics, copper, wireless, Ethernet communications, cabinet and controller installations, closed circuit television systems, conduit installation, traffic signal installations, modifications, and maintenance. We were incorporated in 1998 as a C-Corporation and are in our twenty-fifth successful year providing these services. Crosstown has completed multiple projects in the City of Bakersfield over the years which allows us to have a great understanding of the City's traffic signal communication infrastructure. Most recently, our team was able to perform a site visit to investigate the Adaptive Signal Control Technology (ASCT) corridors which provided valuable information for us to provide a thoughtful and in-depth solution to the City of Bakersfield through this Request for Proposal (RFP), and we truly look forward to being involved with this exciting project to update the ATMS throughout the City.

Crosstown is licensed to contract for all types of electrical and general construction work (A and C-10 License Number 756309). We own all our own equipment, such as bucket trucks, work trucks, bobcats, cranes, boring rig, and traffic control equipment. Crosstown also has a Traffic Signal Maintenance Division that currently employs professional IMSA certified traffic signal / street light electricians with the expertise required for the installation of controllers and traffic signal equipment.

For this project, Crosstown will be teaming with Advanced Transportation Concepts ("ATC") to include Mr. John Thai, P.E. as our Principal Traffic Engineer. Mr. Thai has over 34 years of experience and will bring unprecedented insight and knowledge to the implementation of this project. Crosstown is also proud to have SWARCO McCain, Inc. exclusively on our team to provide: Traffic Central System Licenses and implementation, Local Controllers and Software, Adaptive Signal Control System, Automated Traffic Signal Performance Measures (ATSPM) Modules and offer their support, training, maintenance, and implementation services.

David P. Heermance is the 100% owner and operator of Crosstown Electrical & Data, Inc. and is the authorized individual for the proposal team to negotiate a contract with the City of Bakersfield. Crosstown has reviewed the RFP thoroughly and our firm is in acceptance of the City's insurance and indemnification requirements. Crosstown also acknowledges Addenda 1, 2, 3, and 4.

Our team is very confident that our detailed project approach will bring the most beneficial solution to the City, while meeting and/or exceeding all of the requirements set forth in this RFP. Thank you for your



time and consideration. We look forward to bringing exceptional experience, value-added services, and a premier system with all necessary support to the City of Bakersfield.

Sincerely,

David P. Heermance

President

Crosstown Electrical & Data, Inc.





1 UNDERSTANDING AND APPROACH

1.1 Project Understanding

Located in the southern end of the San Joaquin Valley, the City of Bakersfield is an agricultural and energy hub with a growing manufacturing and distribution sector. With an estimated population of nearly 400,000 residents, managing 400+ signals requires an advanced traffic management system to improve traffic flow, reduce congestion delays and vehicle emissions seamlessly to all modes of transportation and pedestrians.

The City of Bakersfield has received two grants under the Congestion Management and Air Quality (CMAQ) Program¹. CMAQ funds are intended to support transportation projects that reduce mobile source emissions and regional congestion on transportation networks. Note that improving signal timing and coordination for enhanced arterial management is ranked third overall in the 2018 ITS Plan for the Kern Region² which is consistent with CMAQ funding requirements. A survey of traffic signal coordination projects in the United States and Canada showed a nominal 13% reduction in travel delays, over 10% reduction in vehicles stops, an average decrease 15% in travel times, and approximately 13% reduction in carbon monoxide emissions³.

Therefore, the intent of this proposal is to show that through updating the City's communications infrastructure, upgrading to state-of-the-art traffic signal controllers, implementing an Advanced Traffic Management System (ATMS) with integrated adaptive traffic control capabilities, and resynchronizing congested arterials, we will meet or exceed all of the requirements of the RFP and vehicle emissions will be lowered by reducing car idling, travel time and overall traffic delay.

Crosstown Electrical & Data, Inc (Crosstown) has assembled a team of Intelligent Transportation System (ITS) experts that understand the City of Bakersfield's current and future needs, committing to deliver an ATMS that meets and exceeds the requirements of this Request for Proposal (RFP). Our team is composed of an experienced, licensed general engineering and electrical prime contractor, Crosstown, who specializes in the installation of Intelligent Transportation Systems and the related fiber optic and copper communication systems; a professional, licensed traffic signal engineering firm, Advanced Traffic Concepts (ATC), that completely understands the engineering requirements and who will review and optimize off all of the signal and coordination timing; and SWARCO McCain, Inc., the premier provider of the ATMS system software and hardware that is required by this RFP.

Our team understands that there are several key components necessary to meet the requirements of this project:

- 1. We will furnish and install (124) 2070LX controllers that will operate the NTCIP compliant Omni eX[®] controller software which is fully compatible with the central system. The installation of the controllers must be accomplished in the safest possible manner by an experienced team that knows all of the traffic control and safety aspects of this operation, which involves placing the intersection into flashing red operation for a minimum period of time, installing the new 2070LX controller, bringing the intersection back into automatic operation, testing the operation of the intersection with the new controller, and providing documentation that this was accomplished.
- 2. In order to meet the goals of the RFP, the communication system must be reliable and well documented. Our team will test the entire communication system and will upgrade 36 intersections with Actelis Ethernet-over-copper communication devices and will furnish and install the additional Actelis equipment that is required at the Traffic Management Center (TMC). We will review all existing communication documentation and create a single communication system diagram that is clear,

¹ "City of Bakersfield Request for Proposal Advanced Traffic Management System (ATMS)," p. 1.

² https://www.kerncog.org/wp-content/uploads/2018/06/2018-ITS-Plan-for-the-Kern-Region-Appendix-A.pdf

³ https://www.ite.org/ITEORG/assets/File/AB1447%20ITE%20Support%20Letter%20President%20Neel.pdf





concise, and easy to understand and ready to use as a practical tool for maintenance and troubleshooting. Our team will also investigate and recommend improvements to the communication system, and if they are within budget and approved by the city, will implement them. As an example, several intersections along Truxton appear to have terminated fiber optic breakout cables that have been installed, but not spliced into the fiber optic trunk. We may be able to splice these into the fiber optic trunk and be able to use the fiber optic system instead of the copper system at these locations and provide great benefit (higher bandwidth, greater reliability) at **no additional cost**.

- 3. The existing vehicle detection system consists of 39 intersections with varying vintages of video detection (35 Autoscope and 4 Iteris intersections), 75 intersections with loops, four "fixed time" intersections with no detection, one intersection with both loops and Iteris video detection, and five intersections whose detection type is unknown at the present time (transitioning from State to City). Because Adaptive Signal Control relies heavily upon vehicle detection, it is critical that the current detection be optimized to the extent possible. We understand that the existing budget is not sufficient to replace or upgrade the entire video detection system or to add new loops, however our team will test and optimize the existing video and loop detection systems to the extent possible, including reaiming and cleaning of the video detection camera lenses. Our engineers will implement timing and coordination features of the new system to mitigate any existing detection shortcomings. There is a \$153,640 contingency in the budget (\$140,000 in Part 1, Item 2, and \$13,640 in Part 2, Item 2) to make detection improvements. We will make improvements that are within this budget, such as installing new DLC and loop sensors to provide detection by lane as approved by the City and will make recommendations for future detection improvements and upgrades that improve the operation further.
- 4. This project requires our team to furnish, install, and configure a robust, state-of the art ATMS suite that meets and exceeds all the specified requirements of the RFP by the City of Bakersfield. The traffic central system, *Transparity* Traffic Management System (TMS), and adaptive signal control software, *Transparity* Adaptive, are the perfect solution for this. Along with proper traffic engineering and system configuration, which will be provided with this project, the proposed ATMS system meets all of the stated objectives in the RFP and fully complies with all of the requirements of *Appendix A and Appendix B*.
- 5. The process of cutover and transition from the existing traffic central system, *QuicNet*, to the new NTCIP compliant platform, *Transparity* TMS, will be simple and seamless for the City of Bakersfield. As SWARCO McCain continues to invest in future technology, new products offer backward compatibility with legacy software in order to ease the transition of the upgrade process. We are uniquely positioned to utilize the existing databases within QuicNet that substantially helps streamline the integration process to *Transparity* TMS. In that manner, *Transparity* TMS can convert the entire inventory, controller configuration, and signal timing parameters from the existing system and fully manage the existing traffic controller software. In return this saves time, money, and annoyances of migrating to a newer technology system allowing the City's resources a more equitable learning curve of onboarding a new system.
- 6. With 350 central traffic licenses provided in our proposal, not only will our team transition the 124 intersections outlined in the RFP to the new central system, *Transparity* TMS, we will also transition existing City intersections that currently have functional communication abilities and are operating on *QuicNet*, within the **project's** 350 central traffic system licenses, **to consolidate the City's controllers** into one easy to manage central system instead of two separate systems. Although this is not a requirement of the RFP, we believe that this is a valuable addition.
- 7. This project requires an experienced, licensed traffic engineer that fully understands all aspects of traffic control and is very familiar with all the tools and features provided by the ATMS and controller software. The traffic engineering firm on this team, ATC, will study, create, review, and sign all coordination and timing sheets and will make recommendations and will work with the City to optimize the coordination of all of the arterials.





- 8. This project requires an experienced and responsive management team with a well-defined plan and understanding of the time, resource, and budgetary constraints, as well as the requirements set forth by City of Bakersfield. The combination of Crosstown and SWARCO McCain's experience in managing projects of this scope and partnership history, and ATC's experience as a traffic engineer will guarantee a successful outcome.
- 9. To ensure the City's ultimate satisfaction and operational success of the new ATMS, Crosstown, SWARCO McCain and ATC will provide City staff with the necessary training and ongoing support to enable them to manage all components of the central system, adjust signal timing plans and schedules and transform the ability of maintenance staff to uphold the signal system more efficiently.
- 10. A system documentation package will be compiled to document the final system solution.
- 11. System software licenses and Commercial-off-the-shelf (COTS) licenses will be transferred and assigned to the City. The *Transparity* TMS software license will be included as part of the System License deliverable.
- 12. A detailed testing, verification, and acceptance test plan will be submitted 45 days prior to testing for City review and approval. Upon approval the test plan will be implemented.
- 13. Crosstown acknowledges that we have received Addenda 1, 2, 3, and 4. All the requirements within the Addenda will be met.

1.2 Project Approach

Various signal control and timing methodologies are needed to accommodate different regions of the City and we recognize that certain intersections require special transit and rail accommodations. These requirements will be reviewed in depth by our engineering partner, ATC, along with SWARCO McCain, and solutions will be presented and implemented as approved by the City. Knowing that the goal is to upgrade aging controllers and the existing *QuicNet* Central Software, the need for a smooth and uninterrupted transition is required. Our team's approach is to continue to provide remote monitoring and control of all intersections that are now using *QuicNet* while the Transparity® TMS is being provisioned. Once Transparity® TMS and Transparity® Adaptive are fully configured, a communications cutover can occur, thus the new ATMS can be used. As new controllers are being installed, the ATMS can be updated to reflect the new intersection configuration. While this activity is on-going with this project, the *QuicNet* system will be on "hot standby" in case any issues arise during the transition period.

Special attention for improvements of travel time and reduction emissions will be given to congestion-heavy arterials in the City, including Coffee Road from Truxtun Avenue to Stockdale Highway (over 60,000 vehicles/day), on Coffee Road from Ming Avenue to Rosedale Highway (over 40,000 vehicles/day), on Truxtun Avenue from Coffee Road to Oak Street (over 40,000 vehicles/day) and Stockdale Highway from Calloway Drive to SR-99 (over 30,000 vehicles/day). Then there are 23rd and 24th Streets, two major one-way thoroughfares, passing through downtown Bakersfield with closely spaced signals. In addition, several intersections were observed to be heavily utilized including Oak Street at 24th Street, and Coffee Road at Stockdale Highway and at Rosedale Highway.

The team's approach will be a parallel three-pronged effort in collaboration with the City consisting of the traffic infrastructure (TI) group, Crosstown; the central system deployment (ATMS) group, SWARCO McCain; and the traffic engineering (TE) group, ATC, in three project phases as shown in **Figure 1**. The TI group looks at the project from the perspective of maintenance and care for the traffic signal infrastructure. The ATMS group looks from the perspective of providing the best available resource to solving the traffic congestion problem and reducing harmful vehicle emissions. The TE group takes the perspective of the City as a user and owner of the public infrastructure. The registered traffic and electrical engineer, as a fellow user and operator of the public infrastructure, will be providing guidance based on his experience with integrating and operating adaptive traffic control systems, and working with City staff to prepare the City for future growth and funding opportunities.





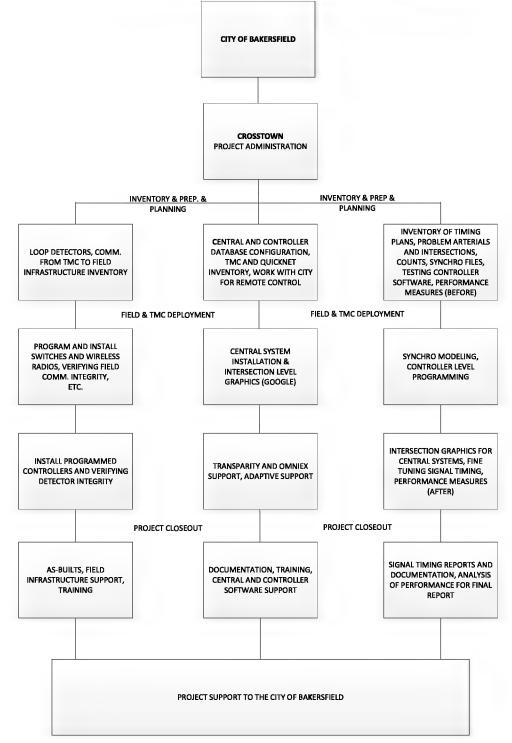


Figure 1. Project Approach

Phase 1 – Preparation for ATMS Deployment. The first phase is infrastructure and system inventory and planning for ATMS deployment. We are concerned at this phase with how to get the City's infrastructure and TMC ready for seamless ATMS deployment. Here, the TI group will perform field work collecting and documenting data in the traffic signal cabinet such as loop detector status, communication devices, preemption devices and traffic signal controllers at all 124 intersections in the RFP. We will also





visually inspect the condition of field elements such CCTV locations, pullboxes, dented poles, signal head and pedestrian displays. We will document the findings and share information with the City, ATMS and TE groups. The ATMS and TE groups will use the findings report to configure the central system for demand-based (FREE) operation, coordinated, traffic responsive and adaptive traffic signal control modes.

At the same time, the ATMS group will verify existing communications from the existing QuicNet central system at the TMC to existing traffic signal controllers and document locations with intermittent or poor communications. The documentation will be used by the TI group to field check and assess whether the effort to repair is minor or extensive. The TI group will use fiber and interconnect cable test measurement tools to determine the cable quality and locate where the cable is broken within the comm network. Minor comm repairs may be covered under the existing work, while major comm repairs that require replacing comm cable or conduits will be reported to the City for further direction.

The ATMS group will first back up the QuicNet database, then build and convert the existing QuicNet database to import into the new Transparity central system. Care will be taken to ensure that special database settings are not lost, and these settings will be tested for compatibility with Transparity. We will also work with the City to set up remote central control for future system support and updates and submit a draft of the ATMS system acceptance document for City review and approval. The system acceptance document will be used to ensure that the RFP requirements are met.

At a high level, the proposed ATMS will utilize updated signal timing conforming to current State of California Manual of Uniform Traffic Control Devices (MUTCD) Handbook as base parameters under demand-based operation. The traffic signals on critical arterials identified in the RFP will be synchronized and then placed under the supervision of the ATMS' adaptive traffic control algorithm which will monitor and fine-tune timing to accommodate unusual traffic fluctuations as needed.

In this phase, the TE group (ATC) will review the existing signal timing data and propose for City approval updates to min green, pedestrian times, and clearance intervals to conform to CA MUTCD requirements as necessary. The TE group will begin collecting turning movement counts and midblock ADT counts at critical locations to supplement traffic volume data at the Kern Council of Governments web site. The proposed count locations are found in **Appendix A** of the proposal. Once FREE timing parameters are **set and traffic volume counts are received, we will update and build the City's traffic signal coordination** network using Synchro 11 for signal timing modeling and simulation. Timing parameters and settings will be tested on the Omni *eX* software simulator to ensure that traffic control software updates in the field will be seamless and problem free for the deployment phase.

Phase 2 – Field and ATMS Deployment, Signal Timing. The second phase of the project is field and TMC deployment of the central traffic control system. In this phase, the TI group will have completed comm repairs; video and loop detection testing and optimization to assure infrastructure readiness; and will be programming and deploying communication devices such as copper and fiber Ethernet switches in the field. The TI group will work with the ATMS group to test and confirm that solid communication is established between the TMC and field devices.

By this phase, the ATMS and TE groups will have prepared the new traffic signal controllers for field deployment by the TI group. Our first objective is to return the system to its prior operating state before incrementally activating more advanced coordination and adaptive features. After controller installation, we propose to first operate these new controllers in FREE mode to ensure TMC communications to the field devices are solid and the basic FREE parameters are properly set and functioning before turning on coordination mode. Special attention will be given to monitor signal operations at critical locations where major arterials intersect shown in **Appendix B**. We will also be testing detector settings to acquire performance metrics for travel time, network delays, etc. to establish baseline network performance data.

The TE group will input the turning movement counts and ADT counts into Synchro 11 to build morning, midday, and evening peak period signal coordination plans. In addition to the previous signal coordination





plans from *QuicNet*, optimized Synchro 11 plans will be input in *Transparity* as base coordination plans for download to the 2070LX traffic signal controllers.

Even though the project does not require traffic signal synchronization, signal coordination has been proven to reduce travel times and vehicle emissions therefore meeting the objectives of CMAQ funds. The proposed arterials to be synchronized are:

- Truxtun Avenue from Coffee Road to S Street (14)
- H St from Truxtun Avenue to White Lane (8)
- Oak Street from 24th Street to Palm Street (7)
- Ming Avenue from Scarlet Oaks Drive to Valley Plaza (14)
- Hageman Road from Old Farm Road to Fruitvale Avenue
- Coffee Road from Jayme Avenue to Panama Lane (28)*
- Chester Avenue from Truxtun avenue to Columbus Street (8)
- Stockdale Highway from Calloway Drive to SR-99 (18)
- 23rd Street from F Street to M Street (5)
- 24th Street from F Street to M Street (5)
- California Avenue from Mohawk Street to S street (16) *
- New Stine Road from Mohawk Street to Panama Lane (16)
- Calloway Drive from Brimhall Road to Stockdale Highway (7)
- Old River Road from Mercy Way to White Lane (8)

Phase 3 – Project Closeout. In this third phase, we will go over the ATMS software acceptance document for sign off and provide all documentation including traffic signal infrastructure as-builts, Transparity central control software, Omni traffic signal controller software and provide hands-on systems training for City staff. In addition, TE and ATMS groups will further fine tune the system with adaptive traffic control features and acquire performance metrics.





1.3 Proposed Solution

1.3.1 Traffic Signal Central System



Central Traffic Control System: Transparity® TMS. The proposed Advanced Transportation Monitoring System (ATMS) solution, Transparity® TMS advances mobility and efficiency via

real-time traffic data collection and delivers a suite of active transportation demand management tools

and technologies designed to address the current and imminent transportation challenges of Bakersfield. Transparity TMS was developed from the latest software technologies, including Visual Studio, .NET Framework, and Team Foundation. It was also designed from the ground up to be National Transportation Communications for ITS Protocol (NTCIP) compliant and to support a Web Services Platform, as well as Cloud Computing. This provides the City protection against obsolescence. Contrast to this is competing solutions that utilize Microsoft Silverlight - an application framework that is no longer being developed and will soon reach end-of-life.

Transparity TMS utilizes server-client architecture. This means that the server provides all the central functions such as user administration, alarm notifications, and command profiles for advanced traffic operations while user-specific functions can be



Figure 2. SWARCO McCain Transparity TMS Capabilities

performed at the workstation level. By providing this type of architecture, the traffic server, field network, and remote clients can all be in different networks as long as specific forwarding and security rules are configured. This provides extra layers of security to the system. There is no limit to the number of clients that can be configured due to the scalability of the system.

Transparity TMS accommodates the ever-evolving demands of modern transportation networks by promoting scalability, reliability, extensibility, and an intuitive user experience. The agility of the *Transparity* architecture extends the lifespan of the solution by permitting the rapid development of new functionality without affecting existing functions and services.

Transparity TMS offers all-inclusive control and maintenance of SWARCO McCain Omni eX signal controller software, Adaptive signal control, advanced transportation performance measures, and more, via a scalable architecture and extensible services. By embracing standards-based integration with regional ITS architectures and connected vehicle applications, Transparity TMS is the key enabler of emerging technologies and intelligent mobility.

Transparity TMS achieves optimal use of roadway capacity and bandwidth by implementing the most beneficial synchronization strategy for prevailing traffic conditions. In conjunction with Omni eX signal controller software, Transparity TMS provides unparalleled options in management of public transport priority requests. The effectiveness of these operations and strategies is revealed by intelligible signal performance measures that provide valuable insight into the traffic demand and efficacy of each synchronization and priority strategy.





Graphical User Interface

Transparity TMS does not limit the number of client installations, user accounts, or concurrent users of the system. The Transparity TMS user interface (UI) delivers a consistent theme and user experience. The UI consists of a main menu toolbar, collapsible device explorer, main workspace, and docking regions. Elements of the system that require setup configuration, such device or schedule creation, utilize configuration wizards



Figure 3. Transparity TMS UI

that provide step-by-step instruction when assigning the properties of an element. The logical re-use of configuration throughout the system dramatically reduces the time required by system operators during initial setup and extended use of the application.

System Map. Transparity TMS allows users to utilize built-in web-based maps or import and organize GIS vector and image layers such as shapefiles (.shp) and geo-coded image files. Transparity system maps simultaneously display the operational and alarm status of system objects in a single view. This prevents users from missing the visualization of intersections with active alarms while viewing the system-wide operational status of intersections.

When an intersection is in coordination (green), the currently active plan number is displayed on the map. This allows the user to quickly view if an intersection on a coordinated corridor is not in the proper plan and address the issue. Alarms are illustrated on the map as a pulsing ring around the applicable intersection. The ring color reveals the severity of the alarm: major (red), minor (blue), or external (yellow). Any undefined alarms show up as a silver pulsing ring. The alarms are also displayed as text in a separate Active Alarms window.

Users can additionally select different map views and zoom levels, as well as navigation either through the interface arrows or by maneuvering the map. The user can also configure the map to display varying congestion levels based on three measurement units – Volume, Occupancy, or Speed. Based on a user-

defined threshold, arterials can display Low, Medium, or High congestion.

Event Notifications. The above-mentioned alarm and congestion states interact with *Transparity's* alert notification system. *Transparity* users can choose to be notified when alarms such as Conflict Flash or Cycle Failures exist, or adverse conditions such as High Occupancy or Low Speed on a particular arterial occur. Besides specifying alarm conditions, exact locations can also be monitored, ranging from one specific controller to the whole system. These event alerts can be configured to be sent to different users, so only pertinent agency staff will receive notifications for user-specified conditions.

Extended Status Display. Extended Status Displays provide further insight into the real-time operations of traffic signal controllers. Whether using an aerial view of the intersection or suitcase tester



Figure 4. Extended Status Display





view, the detailed status of detection inputs, signal indications, and cycle timers are revealed second-bysecond. Within each display, users with granted permission are able to place vehicle phase calls, pedestrian calls, and / or preemption calls as necessary. Each view is customizable to ensure proper placement of detector and phase objects.

CCTV Interface Capability

Transparity TMS is equipped with the ability to view video streams from networked CCTV and Detection Cameras or can be integrated with Video Management Systems via an application programming interface (API). The API permits the viewing and control of CCTV cameras from any desktop client regardless of direct network access to the camera.

Signal Timing Management



Figure 5. Transparity Timing Editor with Highlighted Comparisons

database does not match the controller database.

Additionally, users may copy phase data, timing sets, and individual parameters from any data source. When configuring a new controller, users may implement templates or preapproved drafts of signal timing to the new intersection. *Transparity* TMS logs timing edits and preventing different users from making simultaneous changes.

Time-Space Diagram

The *Transparity* Time-Space Diagram plots the green bands between intersections for user-defined routes and data sources. The available data sources include Real-time, Programmed, Historical, and Historical Averages. Users may create custom routes which include phases other than the synchronized phases in order to

The *Transparity* Timing Editor issues a straight-forward approach to the management of signal timing parameters while enabling complex storage and evaluation of timing from a multitude of sources. The Timing Editor facilitates the viewing, editing, and saving of all controller parameters.

The Timing Editor permits users to review the system database, controller database, archives, drafts, templates, and imported timing from field devices. Users may compare the parameters of each data source page-bypage, perform user initiated or scheduled timing audits. Scheduled audits result in notifications to select users when the system

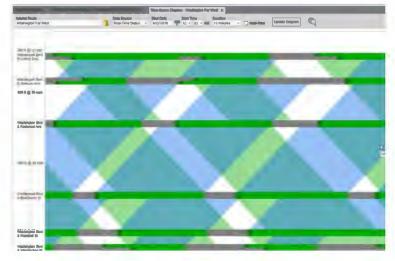


Figure 6. Transparity Time-Space Diagram

visualize the effectiveness of progression with left turns if desired.

The Time-Space Diagram permits users to trim bands as they encounter red intervals or "re-start" the bands at each intersection. Additionally, users can view the green bands of either or both directions of travel along the selected route. The values of each band and total arterial bandwidth are calculated and displayed to the user.





ATMS Integration

The service-oriented architecture and extensibility of *Transparity* TMS features offers seamless and thorough integration of data from external sources. For instance, when integrating data from Travel-Time systems, *Transparity* TMS displays the collected data and permits users to incorporate real-time data into arterial link status. Additionally, when using travel-time and speed as a data source for arterial link status, the data can be further utilized by incorporating it into advanced operations like Adaptive Signal Control.

Transparity TMS contains APIs with the following vendors / systems:

Signal Timing Optimization:

- Synchro A signal timing optimization software which supports UTDF import / export format.
- > TruTraffic A signal timing optimization software which offers real-time travel analysis.

Volume, Occupancy, and Speed (VOS) Detector Data:

- ➤ Iteris Vehicular, Pedestrian, and Bicycle data is collected from processors.
- > Sensys SNAPS Server VOS data is collected from access points/ sensors.
- Wavetronix VOS data collected from Wavetronix HD radar detectors.
- ➤ GRIDSMART Vehicular volume and turning count data is collected from processors.

Center-to-Center and ICMS applications:

- ➤ Integrated Corridor Management *Transparity* TMS is actively exchanging data in 3 regional ICMS deployments.
- ➤ Connected Vehicle Applications Signal timing and real-time status is collected by Connected Signals, TTS, Live Traffic Data (LTD), and select Universities.

Transparity Signal Performance Measure (SPM) Report Suite

The proposed ATSPM reports are an inclusive component of *Transparity* TMS licensing; thus, there is no additional annual fees affiliated with the collection, local storage, and use of the signal performance measure reports.

The effectiveness of traffic signal timing and operations can be visualized by *Transparity's* Signal Performance Measure (SPM) Reports Suite.

The reports meet and exceed the insights available within the Open Source ATSPM solution. The latest version of the *Transparity* SPM reports deliver significant advancements in the user experience, decision making, security, and extensibility needed to implement effective signal timing improvements. Data is collected via Secure Copy when collecting high-resolution event data logs to prevent the security risks affiliated with other file transfer protocols.

The proposed web-based SPM reports utilize the authorization, authentication, and configuration databases of *Transparity* TMS in order to reduce administration and duplicate configuration.

Each of the reports provides interactive charts that enable users to zoom into chart data for deeper analysis of specific events and / or time frames without resetting chart parameters; and the ability to compare two different sets of data (i.e., intersection, date-time, approach, etc.). Additionally, the reports combine several relevant signal performance measures that empower signal timing decisions. For example, when analyzing the need for signal retiming of a phase, users are provided with a single report containing the following performance measures:

- Phase Termination
- Ped Service / Delay
- ➢ GOR / ROR %
- Duration Statistics

- > Split Monitor
- Split Failure
- > Termination Statistics
- Pedestrian Statistics



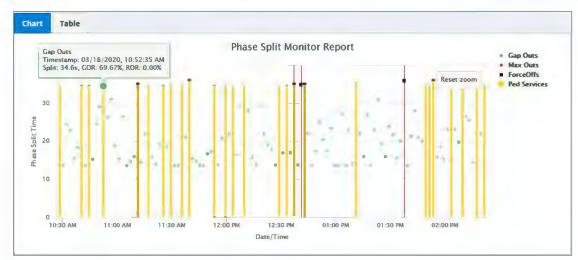


Figure 7. Closeup View of Transparity SPM Phase Split Monitor Chart

This approach presents the user with everything needed to properly analyze the demand and performance of a phase split vs the need to review multiple

disparate reports.

Other key benefits:

- ➤ Includes all performance measures detailed by the Open Source ATSPM solution
- Customer driven product evolution, extensibility, and support
- Backend services that can enable data analysis by Business Intelligence Tools and external centers
- Validation of new technology and operational strategies (i.e., Adaptive, Priority, CAV, etc.)
- > Secure and integrated authentication (LDAP compatible) / Off-the-shelf secure HTTP

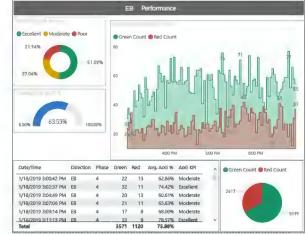


Figure 8. Transparity SPM data visualized Microsoft Power BI

- > Fully integrated with SWARCO McCain Transparity TMS and SWARCO McCain Omni eX controller software
- > Archive of raw .dat files

The following reports are currently available via the *Transparity* SPM Reports Suite:

Report Name	Performance Measure(s)	Key Features
Controller Events	Raw Event Data	Decoded time-stamped events
Phase Split Monitor	Phase Termination Split Monitor Ped Service / Delay Split Failure GOR / ROR %	Implement effective signal timing improvements. Analyze impact of pedestrian service on phase duration. Split utilization statistics
Phase Arrivals	Approach Volume Arrivals on Green Arrivals on Yellow Arrivals on Red	Consolidated report provides enhanced understanding of signal synchronization. Qualitive indication of propensity for driver issues with dilemma zone.





Report Name	Performance Measure(s)	Key Features
Phase Idle Time	Approach Delay Average Idle time	Used for emissions estimates
Purdue Coordination Diagram	Arrivals on Green % Avg Split Duration Split % of Cycle Platoon Ratio	Visually analyze the arrival patterns of an approach over several cycles. Quantitively analyze performance of signal synchronization.
Pedestrian Delay	Average Ped Delay Highest Ped Delay Total Ped Delay	Visually analyze the wait time of the first pedestrian to issue a call. Compare wait times against each operational mode.
Preemption Details	Preempt event duration	Analyze the detailed intervals of each preemption service including Dwell Time, Track Clear, Time to Service, etc.
Turning Movement Counts	VPH per approach	The Turning Movement Counts report plots the volume of each approach including through movements. Users may elect to display the lane volume and/or total volume (all lanes).
Peak Hour Report	Peak Hours based on rolling 15-minute intervals.	The Peak Hour Counts Report automatically determines the A.M., Midday, and P.M. peak hours. The report includes peak hour volume, peak hour factor, approach LOS, intersection LOS

Side-by-Side Comparisons. The evaluation of signal performance measures becomes increasingly meaningful when the user can review side-by-side comparisons of different data sets without scrolling or opening a new window.

Comparing different sets of data in a single view is predominantly utilized for Before & After evaluation of:

- Effectiveness of modifications to signal timing
- Effectiveness of alternate modes of operation (i.e., Adaptive Signal Control)
- Evaluation of the effectiveness in Cross Arterial Coordination
- Resolution of detection issues and general signal malfunctions

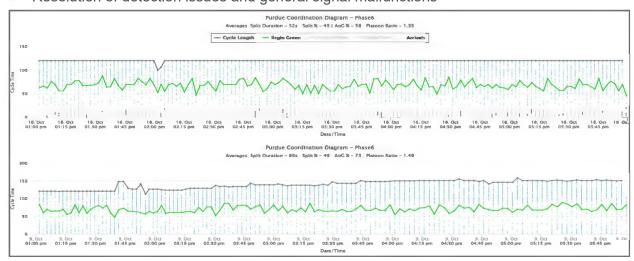


Figure 9. Purdue Coordination Diagram Comparison





1.3.2 Local Controller and Software

SWARCO McCain's 2070LX is an advanced, multi-application controller that simultaneously supports multiple software applications through a single platform. It is designed in compliance with the 2009 Caltrans Transportation Electrical Equipment Specifications (TEES) and is part of SWARCO McCain's ATC controller family. It is interchangeable with standard 170 and 2070 controllers, allowing users to upgrade existing intersections to a higher performance platform without replacing cabinet hardware.



Figure 10. SWARCO McCain 2070LX Controller

The McCain 2070LX Controller is designed to control signalized intersections, through it can be used for a multitude of applications. Based on the software control package utilized, the control applications can expand to include ramp metering, variable message signs, sprinklers, pumps, and changeable lane control.

The controller's modular design allows various configurations based on the desired application. A Linux operating system affords a robust, flexible and open-architecture platform that is compatible with multivendor application control software.

SWARCO McCain's Omni *eX* is an intersection controller firmware created for Advance Transportation Controllers (ATCs). Omni *eX* ensures interoperability to ATC controller hardware by supporting Board Support Package (BSP) libraries designed and published by national standards, which enables interoperability between hardware providers without the need for custom development and/or installation scripts. It provides the user with traditional signal timing parameters as well as innovative signal timing solutions such as peer-to-peer (P2P) strategies and logic functions that can be customized to fulfill any agency need.

In addition, the local controller hardware is backed by SWARCO McCain's established and comprehensive quality assurance and management process. SWARCO McCain employs quality assurance managers that define and maintain strict quality guidelines to ensure that all products exceed industry standards. SWARCO McCain's manufacturing facilities conform to ISO 9001:2008 manufacturing practices. This helps ensure not only the quality of product that is manufactured but also the consistency of production of quality products.

Consequently, the housing quality and circuit board assembly of the ATC controllers meet and exceed ITE ATC requirements. Furthermore, our ATC controllers are on the Qualified Products List (QPL) for numerous state agencies including the state of California – providing a testament to our quality. The ATC controller is environmentally tested to ITE ATC requirements prior to shipping to our customers, ensuring quality and reliability.



The Omni eX® intersection control program was designed and developed to address the everyday and emerging challenges in safety, efficiency, and systems interoperability at signalized intersections. Omni eX provides operators with

common signal timing parameters as well as innovative operations in preemption, priority, pedestrian, bicycle, and adaptive signal control.

Omni *eX* enables agencies to utilize a single software solution for any level of complexity throughout the transportation system. The intuitive menu structure ensures ease-of-use when configuring typical intersections or addressing complex scenarios that require up to 32 monitored signal indications.





While most intersections require no more than eight vehicular phases and two rings of sequence, Omni eX offers 16 unique vehicles, pedestrian, and overlap movements in order to increase the safety and operational efficiency at intersections with unique design / geometry. Traffic engineers may utilize up to four rings and 16-phase sequences for which Omni eX will automatically calculate barriers based on phase compatibility.

Vehicle overlaps offer multiple operational modes may be activated via detection, and utilized for protected permissive signalization, such as Flashing Yellow Arrow (FYA). Pedestrian overlaps offer the user with options

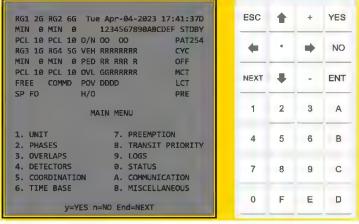


Figure 11. Omni eX UI

for extending the Walk and / or **Flashing Don't Walk (FDW)** intervals through parent phases, while also ensuring safety measures for conflicting movements. Each set of operational parameters can be activated by schedules to accommodate special operations at different times of day.

Omni *eX* can be configured for use at Diverging Diamond Interchanges, H.A.W.K. crossings, Texas Diamond intersections, Light Rail Crossings, advanced Railroad crossings, and Transit Signal Priority.

Omni eX Features Overview			
General Features	Vehicle Phase Features	Pedestrian Features	Overlaps
 32 Monitored channels 16 Vehicle phases / 16 Vehicle overlaps Definable phase sequence for each operational mode / pattern Intelligent automatic barrier definition based on user assigned ring and sequence assignments User assignable inputs and outputs for all cabinet types and configurations Extensive event recording 	 4 Sets of phase timing and options Protected Permissive Alternate timing for unique roadway conditions and/or users Texas diamond operations Volume Density feature Multiple Max Timers and/or Dynamic Max 	 4 Sets of phase timing and options Advanced / Delayed Walk Actuated overlaps Extend the Walk and/or FDW through multiple parent phases Coordinated H.A.W.K. crossings Alternate crossing times for vulnerable road users Exclusive Ped Operation 	 4 Unique sets of overlap configuration selectable by pattern Negative (excluded) vehicle and pedestrian phases Delayed start of green Flashing yellow or red arrow overlaps Assignable Detector Call phase

User Interface

Omni *eX* offers three different interfaces for monitoring and control of signal operations: LCD Display, Web Browser UI, Central System Interface, and Virtual Controller.

LCD Display. Though front panel design varies by the type of traffic controller hardware, Omni *eX* delivers a consistent and intuitive menu structure and user experience on each hardware platform. The menu delivers a straightforward approach to the organization of all status displays, timing parameters, and configuration parameters. This reduces the learning barrier and improves maintenance of the signal controller operations. Front panel access may be governed by security measures that require a User ID and Password. This feature enables system administrators to distribute the authority for changes, track user activity, and prevent inadvertent changes to critical timing parameters. When running on a controller that supports a 16-line display, Omni *eX* displays runtime status simultaneously with menus and parameters, allowing for real-time operational feedback without having to navigate back to a status screen when making changes.



Web Browser Interface. The Web Browser Interface of Omni *eX* uses an encrypted connection to the controller that reveals remote access to all real-time status and controller configuration by emulating the actual front panel of the controller. In this manner, traffic engineers and technicians do not need to learn a new display and can familiarize themselves with the interface provided in the field. Additionally, this interface provides the ability to upload and/or download signal timing parameters, review, and export hiresolution event data, and run a virtual cabinet interface which enables users to activate discrete inputs and/or additional NTCIP commands from the browser interface.

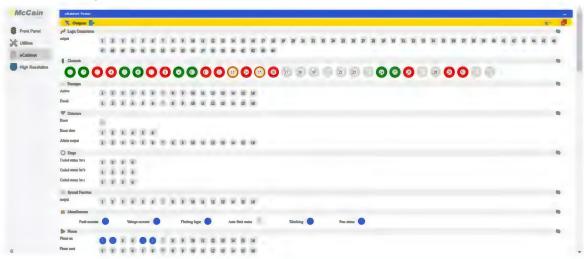


Figure 12. Web Browser Interface

Virtual Controller Interface. The virtual controller interface empowers traffic engineers and maintenance professionals to learn, program, and evaluate the operation of Omni *eX* in virtual cloud environment. The virtual instance of Omni *eX* offers the full functionality of Omni *eX* including:

- Access to all timing parameters and operations
- > Web Browser Interface
- eCabinet Interface

- Connectivity to *Transparity* TMS for monitoring and data collection
- Signal Timing Imports / Exports
- > Hi-Resolution event data

Central System Interface. The central system interface of Omni *eX* exemplifies compliance to NTCIP and the spirit of interoperability. Whether using a Traffic Management System (TMS) and/or laptop utility, Omni *eX* enables control and display of controller features on NTCIP compliant software, such as *Transparity* TMS and Intersection Management System (IMS). The central system interface enables users to manage historical records of signal timing, remotely monitor the operational status in real-time, and alter the operational mode via schedule and/or manual intervention.

Security

Omni eX enables agencies to utilize front panel security which requires users to enter a User ID and Password prior to accessing the front panel interface. The level of access is distributed by system administrators who define if the user is restricted to read-only or has authorization to make changes to parameters contained by each menu item. Agencies can utilize the front panel security to distribute authorization among various users of the traffic controller (i.e. provide system integrators and / or contractors with access to networking parameters while restricting access to changing operational timing parameters).

Additionally, Omni eX:

- ➤ Utilizes encrypted HTTPS communication and user authentication for authorization to the web browser interface.
- Disables / does not require Telnet





> For hi-res data collection, utilizes Secure Copy (SCP) rather than expose the vulnerabilities affiliated with FTP

Interoperability

NTCIP Compliance. SWARCO McCain is dedicated to developing traffic controller software that embraces the benefits, reliability, and security established by the national standards set forth by the NTCIP. Omni eX was designed and developed to run on standards compliant traffic controller hardware and communicate with standards compliant central system software. The NTCIP 1202 MIB of the Omni eX software is available for distribution to the agency for use by 3rd party systems in order to support the spirit and success of interoperability between systems. As active participants in the lifecycle of published standards, SWARCO McCain team members continually analyze requests for vendor specific objects against the evolving standards to ensure future compliance.

The proposed Omni eX ATC software supports strict adherence to the following standards:

- > 1103 Protocol Objects
- > 1201 Global Objects
- > 1202 v2 ASC Objects
- > 1202 v3 ASC Objects

With respect to NTCIP 1211, the Omni *eX* controller software offers vendor specific objects that meet and exceed the functionality defined by the 1211 standard. These objects are available upon request by the agency for use by external systems seeking to manage priority requests via NTCIP.

Controller Hardware. Omni *eX* is software for Advanced Transportation Controllers (ATC). Omni *eX* ensures interoperability to ATC controller hardware by supporting Board Support Package (BSP) libraries designed and published by national standards, which enables interoperability between hardware providers without the need for custom development and/or installation scripts. Omni *eX* can run on all common standards-based controller formfactors which provides agencies with the option to utilize Qualified Projects List (QPL) approved hardware and/or lower cost ATC technologies such as the McCain ATC Flex Controller.

SWARCO McCain's software engineering department has a history of working directly with the hardware engineering staff of Intelight in order to ensure interoperability between Omni eX and Intelight ATC Controllers.



Figure 13. SWARCO McCain Controller Hardware

Signal Timing Parameters and Features. Authorized users have access to modifying all the various signal timing parameters within their assigned user rights. Changes are reported by the controller as "pending" until the user commits and confirms the database transaction. Regardless of how users alter the signal timing parameters, upon committing the changes to the database, Omni *eX* performs validation checks to ensure edited parameters will not affect the operation of the signal program. If validation fails, Omni *eX* identifies the conflict and allows the user to make corrections before recommitting the changes to the database. This process reduces the risk of impacting traffic operations due to typos and/or misaligned coordination parameters. In order to ensure users knows how each parameter functions, context-sensitive help is available from all screens via a single keystroke on any timing object.

Database Management. The signal timing database of Omni *eX* can be modified via the following interfaces / devices:



Front panel interface

➤ USB drive (MCB configuration and timing file import)

Web browser interface

- Central system (NTCIP communication)
- ➤ Laptop software utility (*Transparity* IMS)

Omni eX supports all industry standing timing features as well as vendor specific objects and features that were developed to address customer needs that don't fit national standards. Vendor specific features enable SWARCO McCain to quickly deliver enhancements and/or customer centric features that aren't addressed by published national standards.

Operational Modes

Programmable Logic. The Omni *eX* software offers programmable logic that can be used to implement functionality beyond typical modes of signal operations. Omni *eX* supports 64 gates which can be programmed as AND, OR, and XOR logic operators, with discrete NOT, delay, and extension for each input and output. All functions of the program have access to the state of each traffic controller input and output. Logic gates can be chained together, and outputs can be flashed at seven different rates, latched, or used in one-shot mode. Logic gates are utilized to address the need for unique operations required by non-standard intersection geometry and movements.

Peer-to-Peer Operations

Omni eX ATC controllers support peer-to-peer operations using the TCP/IP UDP protocol for communications. For each peer-to-peer connection, the state of inputs and / or outputs from any controller can be shared with adjacent intersections. For example, the system can achieve a level of synchronization between intersections while operating in Free (i.e., the upstream controller's change to yellow clearance can be used as a remote input to place a hold on green on a downstream controller). Peer-to-Peer communication is commonly utilized in the following signal operations:

- Non-coordinated synchronization
- Synchronization of closely spaced intersections
- > Cascading preemption of closely spaced intersections
- > Transit Signal Priority

Advanced Coordination Features. Omni *eX* enables traffic engineers to implement fully actuated control and / or phase re-service while maintaining coordinated operations. These options are highly beneficial to coordinated intersections that have a natural cycle length smaller than the critical intersection of the arterial. By allowing the synchronized phases to gap out after serving the mainline platoon and reservicing non-coordinated phases within the same cycle, the driver experience and idle times will improve at smaller intersections.

Transit Signal Priority. Transit Signal Priority (TSP) features are an inclusive component of Omni *eX* (no additional costs are affiliated with use and / or activation of TSP operations). There are four unique sets of 16 priority strategies that can be activated by schedule and / or traffic responsive. The multiple sets and priority strategies enable traffic engineers to balance the level of priority for transit vehicles against the demands of other modes of transportation. Additionally, Omni *eX* enables the traffic engineer to implement cascading / overriding TSP strategies in order to implement more aggressive strategies as the transit vehicle approaches the intersection.

When combined with Peer-to-Peer communications, traffic engineers can address the challenges affiliated with closely spaced intersections. The upstream intersection can issue priority requests based on the state of signal indications and / or specific exit detection along bus rapid transit (BRT) routes. This approach increases the amount of time for signal timing adjustments at the downstream intersection which improves reliability of the TSP operation overall.

Each TSP strategy provides the following options:

Enables / Disabled

Service & Call Phases





- Preempt Lockout (to prevent TSP operations immediately after preemption operations)
- Omit Phases & Peds
- > ETA
- Maximum & Minimum Timers

- Headway (enable and/or prevents consecutive TSP operations)
- Queue Jump
- Request & Checkout Modes
- Delay & Extend Timers

Additionally, traffic engineers can specify the maximum green reduction and extension values for each phase / approach as to control the impacts on non-service phases while servicing the priority request.

For complex scenarios that require shared use of a single lane for opposing directions of travel, Omni *eX* offers a freeform logic building technology (TPRG) which is fully integrated with the traffic engine of the software. This solution requires a well vetted systems engineering process; however, can utilize communication between intersections in order to mitigate safe travel along dual purpose lanes.

Adaptive Signal Control. Omni *eX* supports an interoperable adaptive signal control interface which enables real-time updates to cycle length, phase split times, and offsets in order to meet the demands of prevailing traffic conditions. While this interface can be utilized by any NTCIP compliant technology, when paired with *Transparity* TMS, notably the adaptive interface is able to measure and report the efficacy of programmed splits, favor progression in the direction with the most volume, and reduce the impact of transitions between coordinated signal timing parameters. Omni *eX* implements adaptive operations consistent with the phase sequence of a traditional coordinated intersection; however, can also support advanced coordination features (such as actuated coordination and coordinated reservice) as well as Transit Signal Priority. Activation of adaptive signal control operations does not require a software update.

1.3.3 Adaptive Traffic Control System (ATCS)

While traditional signal timing tools cannot account for variations in real-time traffic demand, the *Transparity* Adaptive solution evaluates current traffic conditions, the effectiveness of each cycle, and the congestion of coordinated routes in order to automatically select the most effective operation and/or coordination strategy.

Transparity Adaptive operations provide traffic engineers with the ability to operate the signal system within the constraints of local agency policy and knowledge. Additionally, the technology was developed to be agnostic to detection technology to support the preferred agency solution for detection and reduce long term maintenance costs.

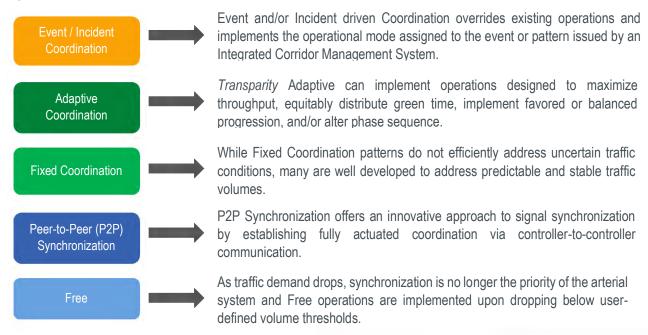


Figure 14. Transparity Adaptive





Maximizing Mainline Throughput

When activated by user control and/or measured traffic conditions, *Transparity* Adaptive will automatically identify the critical intersections within the corridor and alter the coordinated cycle length and offsets to maximize throughput.

Queue Management

During adaptive operations, queues are monitored via the occupancy of select detectors. When the occupancy of the detectors exceeds user-specified thresholds, *Transparity* TMS can execute user-specified operational modes to address said traffic conditions.

For example, the traffic engineer can specify upstream intersections that can meter traffic headed toward bottlenecks by preventing early return to green on the mainline. In this manner, queues can be stored upstream of the bottleneck in order manage excessive queuing downstream.

Minimizing Delay for Minor Movements

Volume Based Operational Modes. One of the most impactful advantages of *Transparity* Adaptive, is the ability to identify if coordination is justified based on mainline volume levels. Running coordinated operations during low volume periods will inherently increase the delay for minor movements.

Transparity Adaptive continually monitors traffic conditions to select the best operational mode. The effectiveness of this feature was highlighted during the COVID pandemic when traffic volumes were initially extremely low. In Culver City, CA – *Transparity* Adaptive identified the unexpected low volumes and operated most intersections in FREE until other operational strategies were justified. In stark contrast, other agencies during the pandemic needed to work tirelessly to modify time-of-day schedules and/or utilize manual override to implement FREE.

Cycle Length Optimization. As peak hour volumes dwindle, *Transparity* Adaptive will incrementally decrease the cycle length. The benefits of this operation were highlighted in Santa Clarita, CA where adaptive signal control reduced the peak-hour cycle length from 130s to 90s during off-peak hours. Over the course of a 5-hour evaluation, high-resolution event data was able to identify a reduction in non-coordinated phase wait time by a total of nearly 2 hours amongst all intersections in the corridor (while maintaining synchronization between the main movements).

Peer to Peer (P2P) Synchronization. While P2P synchronization is unique, it offers tremendous benefits in reducing side street delay while providing a level of synchronization on the mainline via cascading priority requests between intersections. In Carlsbad, CA a pilot study highlighted a reduction in the average wait-time from 102 seconds (during coordinated operations) to 42 seconds (when operating in P2P synchronization). While these results seem dramatic, under P2P synchronization, non-critical intersections operate in FREE; thus, the delay on side streets is inherently improved.

Actuated Coordination. Whether operating in adaptive or time-based coordination, the Omni *eX* traffic controller software can operate in Actuated Coordination. Actuated Coordination introduces an option to allow the coordinated phases to yield early or gap out when main street volumes are low. This feature results in servicing minor movements more quickly in a coordinated environment and reduces frustration due to excessive wait times without conflicting traffic.

Coordinated Conditional Reservice. Based on user-defined thresholds, the intersection may reservice non-coordinated movements without impacting the synchronized start of the mainline if time permits. The feature is particularly useful for non-congested intersections along a coordinated route.





Traffic Command Profiles



Figure 15. Adaptive Traffic Command Profiles

The properties and parameters of *Transparity* Adaptive routines are defined by user-defined "Traffic Command Profiles". Upon configuration of a Traffic Command Profile, users govern the parameters that define traffic conditions, operational modes for each condition, and the boundaries of signal timing parameters (i.e., minimum / maximum cycle length, progression weighting factors, etc.). *Transparity* Adaptive operations can be initiated or cease by way of measured arterial volumes, date-time schedules, or user intervention.

User-defined parameters include, but are not limited to:

- > Arterial Route / Group The collection of synchronized intersections
- > Cycle Lockout The permitted frequency of signal timing parameter changes
- Cycle Delta The limit of changes to cycle length
- ➤ Maximum Cycle Length The absolute maximum cycle length for select operational mode.
- > Minimum Cycle Length The smallest cycle length permitted by the system.
- > Minimum Split The minimum split duration of each phase and intersection.
- > Volume / Occupancy Thresholds Use to invoke new base patterns and/ or operational modes.
- > Progression Weighting Factors Utilized to implement favored or balance progression
- > Failsafe Parameters Determine the thresholds and courses of action when detection and/ or signal controller communication is compromised.

Detection

By complimenting all detection technologies (Inductive Loops, Video, Radar, Bluetooth / Wi-Fi, etc.) and elegantly making use of existing detection, *Transparity* Adaptive dramatically reduces the cost of implementation and long-term system maintenance.

Phase Demand Detectors measure the split requirements of each phase and intersection, and account for the ability of *Transparity* Adaptive to equitability distribute green time within the optimized cycle length. The sole requirement of a Phase Demand Detector is the ability to actuate a phase; thus, existing stopbar and / or advanced detection will suffice. While accurate performance measures require detection zones separated by lane, this is not a requirement of the *Transparity* Adaptive routine.

System Detectors are responsible for measuring the traffic volume, occupancy, and speed of each approach. The data collected by System Detectors is utilized to initiate user-defined operational modes; set progression weighting factors for preferential, semi-preferential, and balanced progression; and adjust offsets via speed measurement. While the use of mid-block detection is ideal, users may elect to utilize the data of select links to represent the volumes and speeds of links without system detection, which leads to reduced implementation and maintenance costs.

Another cost savings approach is to utilize "exit" detection zones to collect System Detector data, as the agency may utilize existing conduits when placing exit detection zones adjacent to opposing advanced detection. This configuration is particularly ideal when utilizing speed traps which require a pair of detectors for each lane.





Adaptive Options

Transparity Adaptive Coordination is initialized with the implementation of a user-defined "base pattern" to establish arterial synchronization. The Adaptive routine then modifies the cycle length, phase splits, and offsets in response to changes in phase demand and directional arterial volumes. As the operation is cycle-based, each intersection is configured in a coordinated group. These intersections will maintain a common cycle length while in Adaptive operation.

When creating the profile for Adaptive operations, the user may select from one of two options:

- Basic Adaptive
- Advanced Adaptive

Basic Adaptive. Basic Adaptive solely implements Adaptive Coordination and utilizes a single user-defined base pattern to initiate Adaptive operations. The routine then alters the base pattern parameters by adjusting the cycle length, phase splits, and offsets. Basic Adaptive does not account for changes in directional volume nor does this mode have provisions for altering the mode of operation.

Advanced Adaptive. When running the Advanced Adaptive option, users may specify volume and occupancy thresholds that may implement a new predefined base pattern and / or operational mode. Advanced Adaptive allows for larger jumps in cycle length when a significant increase or decrease in arterial volume is measured in real-time. When a volume threshold has not been exceeded, cycle-by-cycle calculations prevail as described in Basic Adaptive. As each base pattern also contains the phase sequence, Advanced Adaptive allows the order of phase operations to be modified as the detector volume and / or occupancy signatures change.

When measured volume drops below the user-defined threshold for free operations, the traffic controllers within the sub-group can drop into one of two Free modes:

- > Traditional Free operations
- Fully Actuated Peer-to-Peer Synchronization

Traditional Free operations provide fully actuated phase service with the option to place each approach in minimum or maximum recall. Unlike traditional Free operations, Fully Actuated Peer-to-Peer Synchronization provides a means of coordinating arterial intersections by passing signal state messages to each controller over the Ethernet network (Peer-to-Peer). This operation is ideal for use when volumes are not high enough to justify using common cycle lengths between intersections (coordinated), but desirable to reduce stops between intersections.

Failsafe

When the number of valid system detectors drops below the validity threshold and the system detector fail timeout has expired, Adaptive operations are suspended, and controllers will return to time-of-day operations. The system detector fail timeout allows for temporary loss of valid system detector data without suspending Adaptive operations. The system also permits users to make use of historical data when the number of valid detectors is not sufficient for use of real-time data.

Transparity Adaptive operations also account for temporary and / or significant disruptions in signal controller communication. Temporary disruptions cause the Adaptive routine to suspend operations until all traffic controllers within the Adaptive Group have re-established communication. Communication timeouts that extend beyond a user-defined threshold cause all signal controllers to revert to the operational control of traffic controller schedules.





2 MANAGEMENT PLAN

In this section we provide an outline for the management and control of the installation of the ATMS Project No. T1K304 and T1K305 that will improve the flow of traffic and the air quality in the City of Bakersfield. The installation phase of this project will be completed and tested within one year of the contract Notice-to-Proceed (NTP) date. Upon completion of the installation phase, the three-year Warranty, Technical Support, and Maintenance period will begin. This plan will outline the overall timeline, milestones, risks, critical work processes, and resources, and will reference the schedule included in **Section 5** of this proposal.

2.1 Project Management

As the Prime Contractor, Crosstown will be the Project Manager of this entire project, the primary point of contact to the City of Bakersfield, and directly responsible for the proper execution of the project. Crosstown will provide a 10% Bidder's Bond with the bid and will provide a 100% Faithful Performance Bond and a 100% Payment Bond before receiving the contract. Crosstown will be responsible for the actions of its subcontractors, and will provide the Automobile Liability, Commercial General Liability, and Workers Compensation Insurance, and will require all subcontractors to carry the proper insurance.

Crosstown will be responsible for the following:

- 1. Providing a Project Manager for project oversight and managing the work of all subcontractors.
- 2. Interfacing with, and reporting to the City of Bakersfield, including all communications and for holding bi-weekly meetings.
- 3. Providing electricians, technicians, and network engineers who will install and test controllers, electronic communication devices, fiber optics, and who will test and adjust video and loop detection.
- 4. Providing project resources such as all project material, service trucks, and bucket trucks.
- 5. Scheduling all work, while providing and maintaining the project schedule.
- 6. Maintaining the budget for Part A and B of this project. The budget, including the designated contingency for detection improvement will be strictly adhered to unless the city approves additional work that is not within the scope of this proposal.
- 7. Invoicing the City of Bakersfield on a monthly basis.
- 8. Ensuring that all suppliers and subcontractors are paid in a timely manner.
- 9. Submitting certified payrolls for all workers to the City and to the DIR and ensuring that they are paid prevailing wages.
- 10. **Informing the City's Project Manager of any changes to key personnel** that were designated in this proposal. It is understood that any changes in personnel are subject to review and approval by the City.
- 11. Ensuring contractual administrative requirements are met.

Deliverables. Below is a summary of deliverables our Project Manager will provide to City personnel throughout the project life cycle as key milestones are met.

Reports

- Detector status at 124 intersections including recommendations
- Inventory of cabinet hardware at 124 intersections
- Controller Installation Report (intersection status checkoff sheet)
- Communications status of 124 intersections from field to Transparity
- Communication System Diagram
- Performance metrics for optimized Synchro 11 model





- Report of Average Daily Traffic (ADT) and turning movement counts for AM and PM peak periods (this exceeds RFP requirements).
- Report of signal timing worksheets to ensure conformity to current MUTCD requirements at 124 intersections.
- Draft report of performance metrics
- Meeting Minutes
- Verification and Acceptance Test Report

Submittals

- Project Schedule
- Submittals for Actelis Equipment (36 each Actelis Model ML-684D)
- Submittals for 2070LX Controllers (124 Units)
- Submittals for Transparity TMS and Transparity Adaptive system software
- Synchro 11 model of the RFP arterials (this exceeds RFP requirements)
- Acceptance Test Plan
- Documentation for all Software

Hardware/Software Deliverables

- Furnish and Install 124 2070LX controllers with Omni *eX* software
- Furnish, Install, and test 36 Actelis Model ML684D with power supply
- Installation and configuration of *Transparity* TMS and *Transparity* Adaptive systems at Bakersfield's TMC including system map and graphics
- Cutover of existing traffic signals that are not part of the RFP to the new system (this exceeds the RFP requirements)
- Training manuals
- Fine tuning of signal timing

Risk Assessment. Safety is always a risk that must be considered. The highest safety risk operation on this project is putting intersections into flashing Red operation, installing controllers, and putting the intersection back into automatic operation. Crosstown and SWARCO McCain have the expertise required, and a partnership history of working safely together performing these operations, to minimize the time the intersection is in flashing red operation.

A risk that will affect the quality of the project outcome is the fact that the video detection systems in the City are older and most do not have the capability of advance detection. Our traffic engineer, ATC, will work to develop timing techniques that will reduce this problem to the extent possible using available detection, and we will make recommendations for future detection upgrades.

Another risk that has been apparent recently with projects of similar scope has been material delivery times. We have commitments from all suppliers that this will not affect the planned schedule for this project.

Other risks on this type of project are related to weather. We will schedule around any precipitation. The most important weather-related risk is heat-related illness in our work force. Our crews are well trained in taking steps to prevent heat-related illnesses by staying hydrated and we ensure to provide shade along with frequent breaks as needed during the hot seasons.

Communication. Communication is an extremely important part of any successful project. The Crosstown Project Manager will stay in constant communication with our project partners, SWARCO McCain and ATC. We will ensure all work coordinated by our project manager is communicated with the designated City Project Manager. All written correspondence will be via email, and status meetings will be held bi-weekly, either in person or by video conference. Meeting minutes will be prepared and disseminated to the City within 3 working days. Crosstown will solicit and listen to feedback from the city and any other stakeholders as the project progresses to ensure the project proceeds as planned and is executed as expected.





Resource Management. Throughout the project, the Project Manager will allocate and manage the necessary resources to ensure a successful project execution. This includes manpower, equipment, material, budget, management and planning time.

Quality Assurance and Control. Crosstown's primary goal is to deliver a first-class ATMS system to the City of Bakersfield. Crosstown and each of its team members, SWARCO McCain and ATC, have their own internal quality control (QC) processes. Crosstown's General Foremen will perform inspections on all field work, cabling, installations, repairs, and all work and documents will be reviewed by the senior project manager in consultation with our subject matter experts (SME's) before submitting to the City. SWARCO McCain's internal QC process includes senior engineer staff reviewing TMS system configuration, graphics, and database entries prior to production implementation. SWARCO McCain Field technicians also double-check field controller timing entries prior to deployment, as well as confirming intersection configurations match what are configured in the TMS. Each team will be concurrently crosschecking the work of other team groups at the deployment phase. For example, the ATMS group will cross-check the field communication work of the TI group by verifying the quality of solid communication from field devices to TMC. The TE group will check the availability of detection for use in adaptive traffic signal control, while the ATMS group will check database entry integrity from the TE group. The TE and ATMS groups will cross-check each other for traffic synchronization intent relative to Transparity capabilities. At project closeout, the TE group will sit down with City staff to review our work and ensure our work meets all project requirements. We will review the deliverables before and after the results of the performance measures to justify meeting CMAQ funding objectives. In addition, we will discuss infrastructure gaps, such as detection upgrades and communication system repairs, and plan for upcoming funding opportunities to update the traffic infrastructure.

2.1.1 Project Schedule

The Crosstown Project Manager will be responsible for maintaining the developed project schedule for the duration of the project. Our project schedule will indicate key milestones and deliverables and will be submitted within one week after the City issues the NTP. Key milestones included will be:

- Notice to Proceed
- Hardware and software submittals to the City for review
- Review of field detection conditions, cleaning and optimization of existing video detection, assessment of loops, splitting of advance loops by lane as required, repair of loops as required.
- Installation, configuration, testing, and documentation of the Actelis Ethernet-over-copper system at 36 locations.
- Review, testing, and documentation of communication system at all 124 intersections; and creation of communication diagram.
- Furnish and install ASCT system at TMC, configure intersections in database; develop and install graphics; provide all TMS and Adaptive licenses.
- Receive, review, and convert existing timing sheets, and load into Transparity TMS.
- Procure, load initial timing, and install (124) 2070LX Controllers.
- Initial configuration and baseline of the ASCT system.
- Refine and improve ASCT system.
- Bring existing (non-contract) intersections into the system (this exceeds RFP requirements).
- Submit ASCT test plan and conduct verification and testing per the approved plan.
- Submit training plan and conduct training per the approved plan.
- Provide all hardware, software, and system documentation.
- Notice of Completion (Installation Phase).
- Begin 3-year Warranty, Technical Support, and Maintenance period.

Our proposed project schedule is included in **Section 5** of this proposal.





2.1.2 Bi-Weekly Progress Meetings

The Project Manager will arrange and attend regular bi-weekly progress meetings to update project status to the City's project Manager. Bi-weekly meetings will consist of a review of the project schedule and critical path work to address the progress for each identified work item; updates to current field progress, schedule, or work sequence changes; and addressing any concerns by all related parties.

2.2 ASCT Detection at Intersections

Upon project NTP, our Team will review the existing vehicle detection technology (inductive loops or video detection), configuration, and layout as described in the tables in *Appendix C of the RFP*. Vehicle detection is a key component of adaptive traffic control, however implementation of vehicle detection for intersections depends on the adaptive strategies for each adaptive corridor. Existing stop bar and advance detection at intersections along adaptive corridors will be accessed against the detection needs. Additional detection or modification of detection will be identified to assure optimal performance of various adaptive strategies.

Field review and assessment of existing vehicle detection is also planned immediately after NTP to identify marginal or inoperable vehicle detection so appropriate actions will be taken to restore proper performance.

2.3 ASCT Communication (Actelis Copper Ethernet)

The RFP requires us to install Ethernet-over-copper communications at a total of 36 intersections. Crosstown prefers to use the Actelis Model 684D in this project. We have installed them successfully in several cities and have found them to be very robust and reliable, with the bandwidth necessary to provide communication for the adaptive signal system. In addition to the 36 units in the field, Crosstown will include necessary communication equipment and cabling at the TMC.

2.4 Central System and ASCT

Provisioning of the Central and ASCT systems require multiple steps in the process. The initial part of the process will include providing *Transparity* TMS and Adaptive submittals to the City for review and approval. Once approved, the Team will then coordinate with the City for the installation of the server software at the City's facility with the coordination with the City's Project Manager and Technology Services staff for proper secure remote access and integration onto the existing City network in accordance with *RFP 4.4*.

Controller databases for the 124 intersections can also be extracted from the existing *QuicNet* system in parallel with the task identified above. SWARCO McCain has a utility to convert existing 233 and 2033 controller databases to Omni *eX* format. Once the databases are converted, we will confirm proper operation with Omni *eX* before storing these converted controller databases onto *Transparity* TMS. For any controllers that are not currently on QuicNet, a manual database translation is conducted from City provided timing sheets. Again, once converted, these timing databases will be tested with Omni *eX* for proper conversion and compatibility.

Once all timing databases are received and entered into *Transparity*, the time-of-day (TOD) coordination plans will be reviewed, and any adjustments will be made to establish the baseline for adaptive operations. In addition, custom aerial view graphics for the 124 deployed intersections will be developed to aid in displaying detailed views of intersection operations.

It should also be noted that *Transparity* is also capable of monitoring and controlling the City's existing 170 and 2070E controllers running Bitran 233 and 2033 software. After or during the initial commissioning of *Transparity* with the project supplied 2070LX controllers, existing controllers can be added to *Transparity*, providing one system to manage the City's intersections.





2.5 Local Controller and Software

Upon NTP, the project team will provide the 2070LX controller submittal to the City's Project Manager for review and approval. Upon approval, the required number of controllers will be placed on order with deliveries scheduled in advance of field installation activities to allow early hardware staging and installation preparation.

The 2070LX controller supplied as part of this project will be delivered with Omni *eX* software preloaded from the SWARCO McCain factory. All required cabling and accessories will also be supplied if required per *RFP 4.5*. The 332-cabinet ready controller will be provisioned with the appropriate timing database prior to installation at each intersection.

During the installation activity, SWARCO McCain field technicians, who are IMSA Level 2 and 3 certified, will swap the existing controller with the new 2070LX controller during non-peak hours to minimize impact to motorists. The City Project Manager will be notified of field activities at least one week in advance. No intersection field work will occur during holidays or special events.

The intersection will be temporarily **put into** "flash" while the controllers are exchanged. While the intersection is in flash, the 2070LX controller will be powered up with the appropriate timing database of that particular intersection and cycled through the ring sequences to confirm that the controller timing and conflict monitor programming card matches. After confirmation, the intersection will be taken out of flash using the controller's startup sequence. The field technicians will also monitor vehicle detection and intersection signals to confirm successful turn on. Appropriate traffic control will be maintained during this process. The controller exchange and turn on sequence only takes a few minutes therefore interruption to traffic is kept to a minimum.

Once the controller is running the intersection, it will be connected to the communication system to confirm connection with *Transparity* TMS. At this point, *Transparity* TMS will show that the intersection controller is online and full monitor/control from the TMC is established. Before leaving the intersection, the intersection cabinet maintenance log will be updated to reflect the installation of the new 2070LX controller, and the removed controller will be appropriately packaged to be returned to the City.

2.6 ASCT Configuration

As new 2070LX controllers are deployed, *Transparity* will be configured to collect ATSPM data to aid in signal performance monitoring. A baseline of existing operations using the baselined timing will be established and with the aid of ATSPM reports, signal timing improvements can be made. ATSPM data will be collected over a period of multiple days to cover weekday, weekend, and peak period operations. The ATSPM data will be used to establish ASCT operating parameters for the different adaptive operating modes. Once the basic ASCT parameters are defined and implemented, additional ATSPM data will be collected and used to refine adaptive operations. This process can take multiple days as refining and fine-tuning signal timing and adaptive operations is an iterative process.

ATC will be responsible for the traffic engineering and signal timing and synchronization matters in the project. Average daily traffic (ADT) counts and turning movement counts will be collected at over 60 intersections to be input into the Synchro 11 model for signal synchronization. In addition, the resultant Synchro output will be entered into the 2070LX controllers running **SWARCO McCain's** Omni *eX* and in the *Transparity* TMS central software at the TMC. The arterials will be fine-tuned for time-of-day AM and PM peak periods, and the adaptive traffic control parameters will be used, as necessary, to adjust parameters based on real-time traffic conditions.

2.7 System Testing, Verification, and Acceptance

To demonstrate system operations and compliance with central system and ASCT requirements, a detailed testing, verification, and acceptance test plan will be submitted 45 days prior to testing in accordance with RFP 4.7 for City review and approval. The detailed plan will establish minimum requirements for the system to be ready for testing. The plan will also list all central system and ASCT requirements along with the procedure of conducting each test. The actual results will be compared to





the expected results and a pass/fail indication will be recorded to verify requirement compliance. Any failed test will be documented in a variance report which will also describe actions that will be taken by the Team to correct the variance. Once appropriate actions are taken, the particular test will be conducted once again to demonstrate the actions have been properly applied.

Part of system acceptance includes a 45-day error-free system operation. During this 45-day period, error-logs will be reviewed to confirm error-free operation. Minor errors, when encountered, will be corrected as necessary to continue testing. The Team recognizes that the City, at its discretion, may require pausing the 45-day test for minor corrects and may require restarting the 45-day test if the City deems the error to be significant. Upon successful completion and receipt of Notice-of-Completion, the warranty period will begin.

2.8 Training

Optimal system operation requires proper user training to operate and maintain such a complex TMS / ASCT system. User familiarity of *Transparity* TMS and its ASCT functions are required to maintain peak operational performance. Two training sessions are planned during project execution and will be conducted by SWARCO McCain experts. The initial training session is currently planned midway through the project and prior to the deployment of 2070LX controllers. The initial training session will provide users with the understanding of *Transparity* TMS operations, ASCT operating modes and concepts, and operation of Omni eX software on the project supplied 2070LX controllers. During the training session, key ASCT inputs and parameters will be discussed as well as describing the interactions between *Transparity* and field controllers. Methodology of baselining corridor timing and the process of refining ASCT parameters will be discussed in detail. The use of ATSPM data is key to identifying areas of inefficient traffic movement and to identify potential improvements along the adaptive corridor. The user will be trained to identify these problem areas using ATSPM data, how to adjust signal timing, and refine ASCT parameters where necessary.

The second training session is planned after the project team has refined the deployed ASCT system and near the beginning of the system verification and acceptance test. The process of ASCT refinement and steps taken to adjust system operations will be discussed in detail. Actual collected traffic data will be used as part of system operation training to show before and aftereffects of implementing ASCT as well as the impacts of ASCT refinements.

Prior to both initial and follow-up training sessions, a detailed training plan will be submitted for review and approval in accordance with *RFP 4.8*. The detailed training plan will include hands-on training with *Transparity* and 2070LX controllers and will be conducted at the City's facility.

2.9 System Documentation

In accordance with *RFP 4.9*, a system documentation package will be compiled to document the final system solution. Various manuals, flow and block diagrams, interconnect diagrams, and wiring diagrams relating to the deployed system will be collected and delivered to the City. Five hard copies will be provided as well as an electronic copy of the system documents.

The document package will also include *Transparity* TMS and ASCT user manuals, hardware submittals, Actelis manuals, and documentation of any vehicle additions or upgrades.

2.10 System Licenses, Warranty, Technical Support and Maintenance Agreement

2.10.1 System Licenses

System software licenses for the operation of the system will be provided to the City as part of deliverables defined in RFP 4.10.1. Commercial-off-the-shelf (COTS) licenses will be transferred and assigned to the City as well as any other third-party applications. The *Transparity* Software License Agreement (see **Appendix C**) will be included as part of the System License deliverable.





2.10.2 Warranty

SWARCO McCain software is warranted for three years after Project Notice-of-Completion (NOC) in conformance with *RFP 4.10.2*. During this warranty period, system software (*Transparity* TMS & Adaptive) and controller software (Omni *eX*) will be supported and warranted. With the execution of the Maintenance Agreement and any subsequent Maintenance Agreement extensions, SWARCO McCain software will continue to be covered under this warranty agreement.

The SWARCO McCain 2070LX controller is also warranted for a period of three years after NOC for material and workmanship. Defective material or controller components will be repaired or replaced at no cost to the City in accordance with SWARCO McCain's warranty policy (see Appendix C).

The Actelis Ethernet-Over-Copper network devices carry a two-year manufacturer's warranty.

2.10.3 Technical Support

During the project timeline, including the maintenance period, on-line, telephone, and field support is provided to assure continual optimal traffic operations. For on-line and telephone support, a computer-based ticketing system is used to track all issues and follow-up reminders are automatically generated to assure that issues are handled and resolved in a timely manner. The system also provides an audit trail of interactions between the requestor and support services.

The support activity not only addresses field issues, but if there are any questions on system usage, configuration, operation, and troubleshooting of the *Transparity* software or controller firmware, our support activities will help resolve or answer the City's questions, even if it ends up being a personnel training related issue. Additional training during the maintenance period is offered at no cost to the City.

2.10.4 Maintenance Agreement

A separate *Transparity* TMS and Adaptive Software Maintenance Agreement (see sample in **Appendix C**) will be executed to affirm maintenance scope, period of performance, support, and software updates for a 3-year period as required in *RFP 4.10.4*. Regularly scheduled maintenance activities will be coordinated with the City to avoid operational disruption. During maintenance activities, backups of various databases will be conducted for data retention and disaster recovery purposes. The Maintenance Agreement can be extended for additional and continual years to assure the latest version of *Transparity* is utilized to incorporate bug fixes, software patches, driver updates, and feature updates.





3 PROPOSED PERSONNEL

Crosstown has assembled an excellent team to deliver the City of Bakersfield ATMS and Traffic Signal Controller upgrade solution. Our dedicated ITS solutions team, comprised of transportation engineers, possess years of experience in transportation infrastructure upgrades and expertise to make a smooth transition for Bakersfield.

Our Team's project organization structure is illustrated below, Figure 16. Proposed personnel identified in the organization chart are leads of a team of multiple professionals to support this project. Resumes for proposed personnel are included in **Appendix D**.

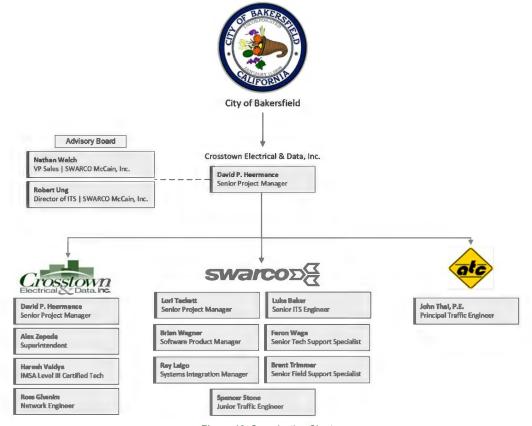
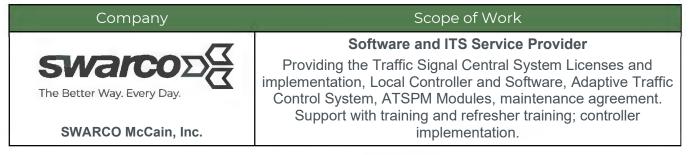


Figure 16. Organization Chart

3.1 Sub-Vendors Roles and Responsibilities

To complement our services, we have teamed with SWARCO McCain, Inc. and Advanced Transportation Concepts (ATC) to create a team comprised of traffic industry leaders ready to modernize the City of Bakersfield's traffic signals to move traffic through intersections with improved safety and efficiency. **Table 1** identifies the roles and responsibilities of our sub-vendors.









Providing local engineering support with field investigations, traffic signal timing and synchronization, assistance with field implementation, and training and support.

Traffic Engineering

Table 1. Sub-Vendors Roles & Responsibilities

3.2 Estimated Number of Hours & Hourly Rates

Table 2 below includes the estimated number of hours for each task.

Item No.	Task Items	Part A: Estimated Total Contract Hours	Part B: Estimated Total Contract Hours	Total (Part A +B)
1	Project Management	379	135	514
2	ASCT Detection	490	154	644
3	ASCT Communication (Actelis Copper Ethernet)	72	72	144
4	ATMS: Central System & ASCT	428	269	697
5	Local Controller & Software (Installed)	644	278	922
6	ATMS / ASCT Configuration	724	180	904
7	System Testing, Verification, and Acceptance	147	93	240
8	Training	21	7	28
9	System Documentation	132	71	203
10	System Licenses, Warranty, Technical Support, & Maintenance Agreement	160	60	220
		Total Estim	nated Contract Hours	4516

Table 2. Contract Hours per Task

Table 3 below includes the professional services hourly rate schedule.

Company	Professional Services	Hourly Rate
	Senior Project Manager	\$165.00
Crosstown Electrical & Data, Inc.	Superintendent	\$165.00
Crosstown Electrical & Data, Inc.	Network Engineer	\$160.00
	IMSA Level III Tech	\$155.00
	Senior Project Manager	\$165.00
SWARCO McCain, Inc.	Senior ITS Engineer	\$185.00
SWARGO MCGaill, Ilic.	ITS Engineer	\$165.00
	Field Tech II	\$165.00
Advanced Transportation Concepts	Senior ITS Engineer	\$185.00

Table 3. Professional Services Hourly Rates





4 CONTRACTOR QUALIFICATIONS

4.1 Team Overview



Crosstown Electrical & Data, Inc. | Prime Contractor

Crosstown Electrical and Data, Inc. is in their twenty-fifth year as an established Electrical & General Contractor (CSLB #756309, Class A & C-10) which has developed an in-house team that is highly proficient in the

implementation, installation, integration and maintenance of electrical and ITS Infrastructure, fiber optic, video, wireless, and data communications systems and have established themselves as premier integrators and installers of Traffic, Transportation, Rail, and Public Works related electrical infrastructure and systems in Southern California. Crosstown also has a strong construction division specializing in the installation of conduit, traffic signals, cabinets and controllers, wire/cable, pedestrian equipment and complete intersections.

Our corporate office is at 5454 Diaz Street in the City of Irwindale, California. We own an 11,000 SF building with offices, test laboratory, fabrication shop, and storage yard. Crosstown has a strong management team, with each member having at least twenty years of field experience, both in the technical and management areas for the installation of electrical, ITS and other complex systems.

Crosstown currently has 138 employees and has averaged over 54 million dollars' worth of work per year over the past 3 years. We are financially strong, bondable, and have an excellent relationship with our banking facility, American Business Bank.

Applicable Experience

Over the past 25 years, Crosstown's expertise has included Intelligent Transportation System (ITS) improvement projects for various agencies and for Caltrans Districts 3, 4, 6, 7, 8, 10, 11, and 12 freeway routes. Crosstown has maintained the Caltrans Traffic Operations Network Fiber/Copper Maintenance and Repair Contracts in various Caltrans districts from 2013 to current. Crosstown has completed hundreds of projects involving the installation of fiber optic cable, splicing/termination/ and testing of fiber cable as well as the installation of communication equipment, to include Ethernet switches, wireless communications. We've installed hundreds of controller cabinets and controllers throughout Southern California as well. One project we completed was the North County ITS Expansion and Traffic Signal System Modernization project in the city of Lancaster which included the installation of over 200,000 LF of fiber cable and the installation and integration of communication equipment. Crosstown has also recently successfully completed the Vision Zero Phase 2C project in the City of Los Angeles which included the modification of seventeen intersections to include new controller assemblies, APS push buttons, street lighting and conduit work. Crosstown was also responsible for the completion of a Caltrans District 7 project that included the installation of tamper proof pull boxes and the installation of LED lighting conversion at approximately 500 locations. Crosstown has teamed with SWARCO McCain. on multiple projects and one similar project we completed together was the Advanced Transportation Controller project in the City of Culver City where we performed integration, installation and testing of an Actelis copper Ethernet network for new controllers that were installed throughout the city to support the installation of a new Transparity traffic management system.

Crosstown has served as the Fiber Optic and ITS System Integrator for the Caltrans Route 22 Design-Build project, and for the City of Inglewood ITS Phase III Design Build Project. We were selected by the Kiewit team to be the Fiber Optic contractor and ITS system Integrator for the Route 405 Design Build design project for Caltrans District 7 and were selected by AT&T to perform the conversion of all of the toll roads in Orange County to an Ethernet CCTV and Communications system. Crosstown has also been the premier installer on the Orange County Transportation Agency (OCTA) design build projects over the past ten years working with various engineering firms to provide the installation of conduit, traffic signal cabinets, controllers, foundations, copper cable, fiber cable, all splicing/termination/testing of fiber and copper cable, installation of Ethernet switches, video detection cameras, and CCTV cameras. We are





currently the prime contractor for the City of San Marcos Design Build project for the design, implementation and integration of a Traffic Management Center and Control System for a state-of-the-art Citywide Intelligent Transportation System to support traffic safety and mobility for the public.



SWARCO McCain, Inc. | Software and ITS Service Supplier

SWARCO McCain Inc. was founded in 1987 as McCain Traffic Supply, a small manufacturer of traffic signals located in Vista, CA. In 1991, McCain Traffic Supply began manufacturing its own line of

traffic controllers and cabinets. By the late 1990's, McCain Traffic Supply was manufacturing a full line of traffic equipment products. McCain also expanded through the addition of software solutions that included traffic signal control software, central traffic management systems, Adaptive signal control, and software maintenance services. To better represent the scope of products and services available, McCain Traffic Supply changed its name to McCain Inc. in 2005. In 2016, McCain became part of the SWARCO group, joining forces with more than 80 member companies across the globe. In the last 30 years, SWARCO McCain has become one of North America's largest manufacturers and suppliers of traffic signal equipment, local control software, and traffic management systems. As a national leader in transportation, SWARCO McCain is also a long-time member of several industry associations and standards working groups. This includes active roles with the ATC controller, Intelligent Transportation Systems (ITS) Cabinet, and National Transportation Communications for ITS Protocol (NTCIP) working groups, as well as memberships with the Institute of Transportation Engineers (ITE), International Municipal Signal Association (IMSA), and the National Electrical Manufacturers Association (NEMA).

Project Deployment Experiences

SWARCO McCain has deployed over 100+ Transparity® systems throughout North America. Roughly half the deployments include customers migrating from QuicNet to Transparity TMS. Though there are many reasons to move to Transparity TMS from a technology standpoint, our customers chose to continue using our traffic management solution and services because of our experiences. From the beginning of project initialization, we are able to utilize existing infrastructure investments. This includes interoperability with existing traffic signal controllers such as 170's with 233 firmware, and 2070E's with 2033 firmware. With a robust communication engine within Transparity TMS, the system works seamlessly with fiber, wireless and copper communication types. Furthermore, we are uniquely positioned to utilize the existing databases within QuicNet that substantially helps streamline the integration process. In return this saves time, money, and headaches of migrating to a newer technology system allowing the city's resources a more equitable learning curve of onboarding a new system. Our experiences not only benefit the city resources, but also mitigates any negative impact to the community motorists and pedestrians. Our project deployment success stories are directly linked to having the best talent the industry has to offer. With decades of experience in project management, system and field implementation and integration that are IMSA III certified, IT network design, software development focused on addressing real world needs we are confident our qualifications will exceed the requirements of this important project. In addition to our ITS Team, SWARCO McCain has over 150 software engineers and computer scientists all over the world working collaboratively and exclusively on software applications and innovations that will be seamlessly integrated into the proposed central traffic control system - providing a continuous array of extended capabilities to the City of Bakersfield.



Advanced Transportation Concepts | Traffic Engineering

Advanced Transportation Concepts (ATC) engineers are registered in Electrical and Traffic, and Civil Engineering in the State of California. The Principal Engineer on the project has over 34 years of experience and registered in Electrical and Traffic. ATC staff has expertise working with traffic control systems including Urban Traffic Control System (UTCS) and has deployed Split Cycle Offset Optimization Technique (SCOOT)





adaptive traffic control system and Econolite's Centracs traffic control system with Econolite Adaptive in the City of Anaheim, and Intelight's MaxView central traffic control system at the City of Chino.

In addition, John has worked extensively with traffic signal controllers programming and installing in the field 170, NEMA and 2070 traffic signal controllers running BiTran 2033 and C8 software, Siemens' SEPAC, Multisonics 820A and Econolite's ASC/3 and EOS software. John is well qualified to work with NEMA, type 332 and ATC type cabinets and serves on national standards committees for NTCIP and Advanced Transportation Controllers. His engineering approach to problem solving is to consider the big picture for the short-term and long-term impact of the overall traffic management solution.

4.2 Project References

The project references presented in this section demonstrate our Team's extensive experience providing services and successfully fulfilling requirements similar to those sought for in the City of Bakersfield RFP.

4.2.1 SWARCO McCain References

Controller / Local Controller Software, Central TMS with Adaptive | Culver City, CA

After a thorough evaluation of several traffic vendors, SWARCO McCain was selected to provide Culver City with traffic controllers and a new city-wide central system along with city-wide traffic adaptive capability. SWARCO McCain partnered with Crosstown Electric, Minagar Associates, KOA Consulting and Counts Unlimited to execute this project.

The total value of the project was \$2,105,133 and began on October 14, 2016 with Phase 1 completed on January 1, 2021 and final Project Acceptance completed October 25, 2022. 106 new SWARCO McCain ATC controllers with adaptive traffic capability were installed to replace McCain legacy 170 controllers. The new ATC controllers were connected back to City Hall to the new SWARCO McCain Transparity central traffic management software and were configured to run Adaptive traffic operations throughout the city.

Culver City Contact Information: Andrew Maximous | City Traffic Engineer City of Culver City 9770 Culver Blvd, Culver City, CA 90232 (310) 253-5628 | andrew.maximous@culvercity.org

SWARCO McCain Team: Lori Tackett | Senior Project Manager Brian Wagner | Software Product Manager Ray Laigo | Systems Integration Manager Faron Wage | Senior Tech Support Specialist Luke Baker | Senior ITS Engineer Jeff Pearson | Installation and Support Manager

Automated Traffic Signal Performance Measures (ATSPM) reports such as Purdue Coordination Diagrams were generated from the SWARCO McCain Transparity central software. The ATSPM reports were used to compare the progression performance of Fixed Coordination against Adaptive Coordination. The results of the report illustrate a significant increase in Arrivals on Green (15%) increase) and Platoon Ratio (.14 increase). As merely increasing the split timing of the coordinated phase can generate improvements to Arrivals on Green, the increase in Platoon Ratio is significant and indicated an increase in throughput without dramatically increasing split percentages.

Central TMS with Adaptive | City of Downey, CA

In 2020, the City wanted to upgrade their traffic signal infrastructure to be able to communicate with all

City of Downey Contact Information: Ed Norris | Deputy Director of Public Works City of Downey 11111 Brookshire Ave, Downey, CA 90241 (562) 904-7110 | enorris@downeyca.org

SWARCO McCain Team: Lori Tackett | Senior Project Manager Brian Wagner | Software Product Manager Ray Laigo | Systems Integration Manager Faron Wage | Senior Tech Support Specialist Luke Baker | Senior ITS Engineer Jeff Pearson | Installation and Support Manager signalized intersections. The City needed fiber optic communications from City Hall to all intersections and a new traffic management software system to control signal timing from City Hall to all 112 of Downey's signals. The City vetted several central management systems and ultimately selected SWARCO McCain's solution as the best fit that met all of their requirements.

SWARCO McCain partnered with Crosstown to execute this project. SWARCO McCain helped the City of Downey upgrade their Central Traffic Management System from an outdated Siemens i2 system to SWARCO McCain's new NTCIP based





central system, *Transparity* TMS. We provided a new server, new desktop, and laptop, city-wide Transparity licenses for 112 signals, new ethernet communication modules in the City's older 170 controllers, as well as professional services for delivery and training. The total value of the project was \$327,500 and began in June 2020 and was completed in May 2021.

ITS Project Phase 4 - ATMS & Adaptive Implementation | City of Santa Clarita, CA

The City of Santa Clarita was in the 4th phase of their ITS project that, like many other cities seeking to upgrade their traffic infrastructure, has been accomplished by utilizing a phased approach. The City's latest upgrades related to *Transparity* Adaptive along Whites Canyon Road. Spanning multiple years, the project has included infrastructure upgrades with new traffic controllers and SWARCO McCain's *Transparity* TMS. The total value of the project was \$227,625 and began in June 2020 and was completed in May 2021.

The City of Santa Clarita, CA was using Model 170E controllers running 33MC1s software and are upgrading to 2070 ATC controllers with Omni eX software. The City upgraded to the *Transparity* TMS central software to support this local configuration. We created a new system-wide map for the City's over 200+ locations; performed timing database uploads and personnel training for *Transparity* TMS software; and integrated a backup server. In addition, the City also deployed an adaptive corridor on Whites Canyon Road that implemented adaptive operations on 7 intersections. High resolution data results from the project were compared to pre-deployment baseline data and showed a total of 8% increase in arrivals on red versus green when compared to conventional time-based coordination.

Challenges / Solutions. With this project, the goal was to maintain progression along the corridor while

City of Santa Clarita Contact Information: Cesar Romo | Traffic Signal System Administrator 23920 Valencia Blvd. Suite # 300 Santa Clarita, CA 91355 (661) 254-3538 | cromo@santa-clarita.com

SWARCO McCain Team:
Lori Tackett | Senior Project Manager
Mike Kenney | Senior Traffic Engineer
Ray Laigo | Systems Integration Manager
Luke Baker | Senior ITS Engineer
Jeff Pearson | Installation and Support Manager

reducing side street delay. SWARCO McCain met the goals established by the City through the deployment of *Transparity* Adaptive, along with the Team's provision of professional services engineering staff with the requisite traffic knowledge. Over the course of a 5-hour evaluation, high resolution event data was able to identify a reduction in non-coordinated phase wait time by a total of nearly two hours amongst all intersections in the corridor, while maintaining synchronization between the main corridor movements.

Central System Upgrade Project | City of Pasadena, CA

The City of Pasadena, CA was ready to upgrade their Central Traffic Management System, as well as upgrade their field controllers to the latest ITS standards. In addition, they had two types of controllers and two types of central systems (both 170 and 2070 controllers and McCain QuicNet & Siemens i2). The project consolidated the City's controllers into one easy-to-use central system, Transparity TMS. The two different systems were McCain QuicNet Pro and Siemens i2. After thorough testing between Siemen and SWARCO McCain, the City decided to implement SWARCO McCain's Transparity TMS central software due to its robust feature set and east of use.

The project, valued at \$410,410, began on April 18, 2016 and ended on June 30, 2016 with SWARCO

City of Pasadena Contact Information: Victor Koo | Associate Engineer 100 Garfield Ave, Pasadena, CA 91101 (626) 744-4756 | vkoo@cityofpasadena.net

SWARCO McCain Team:
Lori Tackett | Senior Project Manager
Ray Laigo | Systems Integration Manager
Luke Baker | Senior ITS Engineer
Faron Wage | Senior Tech Support Specialist
Brent Trimmer

McCain being the prime contractor. The system was up and running in less than 90 days. SWARCO McCain supplied and integrated *Transparity* TMS on a new server; created, integrated, and configured 310 new controllers onto the system, this included migration of over 215 locations from the Siemens i2 system. Timing conversions, custom intersection map graphics, field support for software updates, and chip swaps were completed. SWARCO McCain provided continuous technical support and training for both Pasadena

and Caltrans employees, performed final system acceptance testing / documentation, and finished with a recurring annual maintenance agreement.





Transparity TMS Project, Phase 1 | City of Casa Grande, AZ

The City of Casa Grande, AZ was in search of a state-of-the-art Traffic Management System that could conduct Adaptive traffic operations. They decided on SWARCO McCain *Transparity* TMS and *Transparity* Adaptive. This project began on November 15, 2021, concluded on January 26, 2023, and was valued at \$114,289. The scope of work for Phase 1 included 11 intersections along a section of Arizona State Route 287, along Florence Blvd. SWARCO McCain performed Database Creation, System Map Population, Custom Graphics, Training, Testing along with a 1-year Maintenance Agreement.

Traffic improvements included controller upgrades to NEMA ATC TS2 Type 2 with Omni *eX* controller software, video detection upgrade to Gridsmart, wireless Ethernet radio communication upgrade, and a central system upgrade to SWARCO McCain's *Transparity* TMS. All signals were configured for adaptive

City of Casa Grande Contact Information: Monir Zaman | City Traffic Engineer 510 E Florence Blvd, Casa Grande, AZ 85122 Monir Zaman@casagrandeaz.gov

SWARCO McCain Team: Lori Tackett | Senior Project Manager Ray Laigo | Systems Integration Manager Luke Baker | Senior ITS Engineer operations. One of the main goals was to improve throughput and progression along Florence Blvd.

The Transparity Adaptive system, which improves Arrival on Green percentage (AoG%) and signal timing efficiency, was implemented in Casa Grande, AZ. When compared to the previous coordination, the AoG% improved by 38% and Platoon Ratio improved on average by 52%.

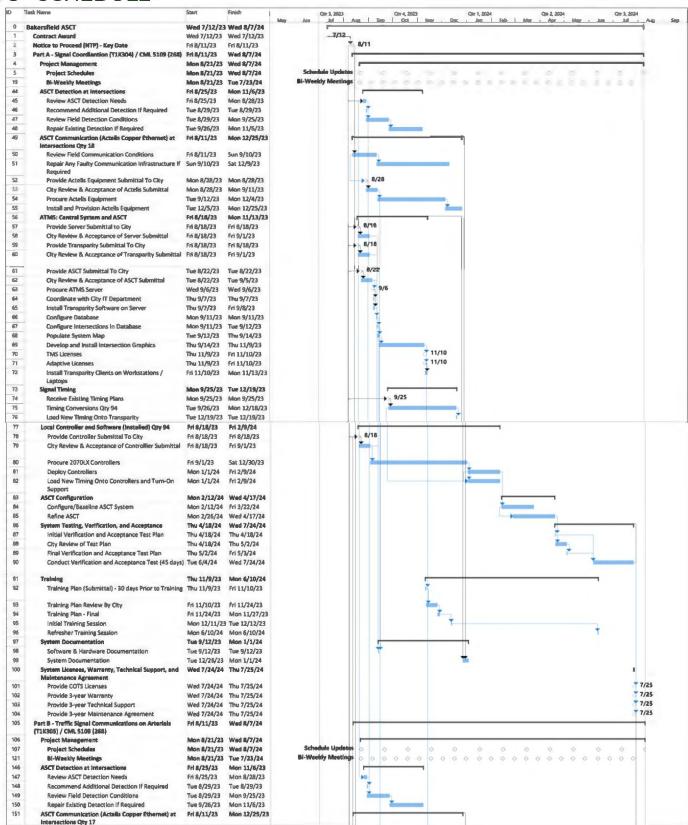
4.2.2 Crosstown References

Agency	Point of Contact	Project Details	Duration
City of Los Angeles 100 S. Main St. Los Angeles, CA 90012	Mat Talag (213) 305-0312 mat.talag@lacity.org	Vision Zero – Phase 2C: Perform modification of Traffic Signals at 17 intersections to include furnish and install new controller assemblies, APS push buttons, street lighting, conduit, signing/striping, and/or concrete work \$4,722,233 Key Project Team: David Heermance, Ricardo Avila, and Alex Zepeda	April 2019 – March 2020
City of Lancaster 44933 North Fern Ave Lancaster, CA 93534	Kenji Stiles (661) 802-8021 kstiles@cityoflancaste rca.org	North County ITS Expansion and Traffic Signal System Modernization: Furnish and install 203,500 LF of 72 SM fiber cable, 11,200 LF of 12 SM fiber cable and perform splicing, termination and testing of fiber cable. Furnish/install Ethernet switches, video surveillance, CCTV and wireless communication - \$2,241,410.00 Key Project Team: David Heermance and Alex Zepeda	January 2018 – September 2018
Orange County Transportation Authority (OCTA) 600 S. Main St. Orange, CA 92863	Amy Tran (714) 560-5379 atran@octa.net	Chapman Ave. Traffic Signal Synchronization Project: Furnish, install, splice, terminate and test fiber optic cable, furnish and install CCTV camera systems, video detection systems, Ethernet switches, controllers, EVP systems, and Ped Signals - \$1,586,844.47 Key Project Team: David Heermance, Ricardo Avila, and Alex Zepeda	September 2017 – May 2018
City of Santa Clarita 23920 Valencia Blvd Santa Clarita, CA 91355	Cesar Romo (661) 286-4002 cromo@santa- clarita.com	Intelligent Transportation System – Phase VI & VII: Furnish and install fiber splice closures and FDU's, perform all splicing, terminating and testing, Furnish/Install Ethernet switches, Bosch CCTV cameras and Video management system, perform system testing and integration - \$2,796,863. Key Project Team: David Heermance, Ricardo Avila, and Alex Zepeda	November 2020 – June 2022



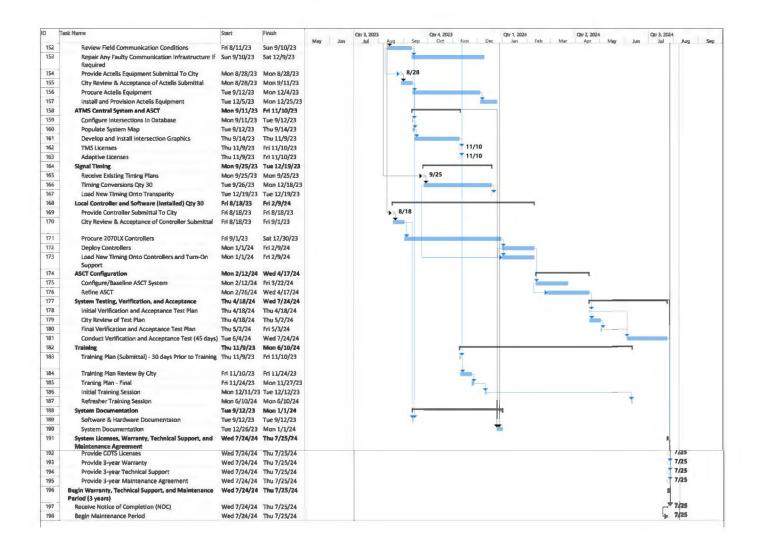


5 SCHEDULE













6 SYSTEM REQUIREMENTS

Central Traffic Signal System Requirements

Our Team's responses to the central traffic signal system's requirements are provided below.

Funct	iional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
Traffi	c Signal System Architecture						
1	The overall architecture of the system shall be a client/server.	X		X			Transparity TMS utilizes server- client architecture. This means that the server provides all the central functions such as user administration, alarm notifications, and command profiles for advanced traffic operations while user-specific functions can be performed at the workstation level. The traffic server, field network, and remote clients can all be in different networks as long as specific forwarding and security rules are configured. This provides extra layers of security to the system. There is no limit to the number of clients that can be configured due to the scalability of the system.
2	Processing shall be distributed and "open" communications protocols shall be used for all interfaces	X		X			The proposed solution supports the latest versions of NTCIP 1201, 1202 and underlying C2F and C2C communication protocols. Omni eX controller software and Transparity TMS were developed from the start to be NTCIP compliant (versus transforming existing products to be compliant), which improves interoperability with both field devices and external central systems. Additionally, the proposed solution is fully compatible with the existing traffic controller software and communication infrastructure. In this manner, the agency can immediately manage the entire project boundary with the proposed central system, while legacy controllers are deployed throughout the lifecycle of the project.
3	The traffic signal system software shall be capable of handling at least 500 intersections (controllers)	Х		X			Transparity TMS can operate 1,500+ signalized intersections.
4	The Traffic Signal System shall support the latest version of Windows software.	Х		Х			Transparity TMS operates on Windows server 2022 / Windows 11.
5	The traffic signal system software communications protocol shall be based on the following Nation Transportation Communication for Intelligent Transportation Systems (ITS) Protocol (NTCIP) standards: - NTCIP 1101- Simple Transportation Management Framework (STMF)						Transparity TMS was developed with adherence to the published NTCIP standards.





Funct	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
	-NTCIP 1102 — Base Standard: Octet Encoding Rules (OER) -NTCIP 1103 — Simple Transportation Management Protocol (STMP) -NTCIP 1201- Global Object Definitions -NTCIP 1202- Object Definitions for Actuated Traffic Signal Controller Units -NTCIP 1210 — Objects for Signal System Master -NTCIP 2104 — Subnetwork Profile for Ethernet -NTCIP 2202 — Internet (TCP/UDP/IP) Profile -NTCIP 2301 — Application Profile STMF Note: The vendor shall identify and document any messaging protocols or objects that are not covered by the above-mentioned NTCIP standards. The Contractor shall use the standard Protocol.						
6	The Contractor shall use the standard Protocol Implementation Conformance Statement (PICS) format to document their level of NTCIP compliance.	Х		Х			
7	As new NTCIP standards are adopted and existing standards are amended, the Contractor shall ensure that system meets these standards.	Х		Х			
8	The traffic signal system software must also remain compatible with the latest versions of the ATC controller standard and controller firmware's as it relates to NTCIP 1201 and 1202 objects.	X		X			The proposed solution provides fully compliant support NTCIP 1201 and 1202 objects.
9	The traffic signal system shall use NTCIP or AB3418E protocols to be compatible with various Model 170 and 2070 controller software / firmware manufactured by different vendors operating with NTCIP or AB3418E. Compatibility with BiTrans 233, McCain 2033 and Omni controller software is required. The system should provide basic compatibility with BiTrans 233, McCain 2033 and McCain Omni controller software. Basic compatibility includes real time status monitoring and ability to upload / download timing parameters.		X	X			Transparity TMS offers full support of the 233, 2033, and Omni eX controller software which includes but is not limited to real-time status monitoring and management of all signal timing parameters.
11	The traffic signal system software shall monitor all intersection controllers on a second-by-second basis at a minimum.	X		Х			Transparity TMS collects status each second and enables users to request status less frequently when trying to reduce cost affiliated with cellular communication infrastructure.
12	The traffic signal system software shall be able to use a variety of sources for the time and date	Х		Х			Regardless of the source of time Transparity TMS will synchronize the date / time of all





							Explain "Partial Compliance" or
Func	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	provide additional information on each requirement / specification
	source including a GPS clock. The system shall provide capability to broadcast the selected time source.			A.			controllers from selected time source.
13	Traffic signal system shall be furnished and installed with a commercial off the shelf (COTS) database.	Х		Х			Transparity TMS utilizes MS SQL databases.
14	The data to be managed in the database shall include, but not be limited to, traffic system configuration, controller database configuration, coordination timing plans, TOD / DOW schedules, operator database, and alarm database.	Х		Х			The system uses the database to store and report all information related to: adaptive signal control, advanced transportation performance measures, database configuration, coordination timing plans, TOD / DOW schedules, operator database, alarm database, and more.
15	Traffic system configuration shall include, but not be limited to, channel assignments (if applicable), communication parameters (IP addresses, port numbers, domain names, etc.) and included intersections.	Х		X			
16	All tables in the database shall be printable/exportable in the same form as shown on the computer screen for use by the traffic engineers and maintenance technicians in the field.	X		Х			Printed timing sheets follow the menu structure of the traffic controller software for ease of use by field technicians.
17	The traffic signal system software shall allow the operator to copy and paste data tables for use with other Windows based applications.	Х		Х			
18	The traffic signal system software shall copy the database fields from one controller to another controller when commanded by the operator.	Х		Х			Additionally, authorized users can create multiple templates of signal timing parameters as the basis for new intersections.
19	A search engine shall be provided that identifies and displays all intersection or section data.	X		X			All devices and events are searchable, filterable, and sortable via reports and real-time displays provided by the proposed solution.
20	Database generation of traffic control operations shall include automated safeguards to preclude dangerous or undesirable intersection operation which shall include, at a minimum, range checking.	X		Х			Transparity TMS and Omni eX provide validation features that prevent data entry by users that would lead to adverse consequences at the intersection. These provisions include, but are not limited to range checking, minimum split validations, phase concurrency checks, and cycle length validations
21	The system shall be capable of automatic archive to cloud storage, CD or external hard drive.	Х		Х			The system supports the use of different media for backup and data archives to external storage systems/devices.
22	The system shall be able to perform automatic database backups.		Х	X			
Statu	s Monitoring						
23	If polling rates are restricted by elements of the field communications infrastructure, the traffic signal system software shall	Х		Х			The proposed solution enables the user to control the polling frequency per device in order to





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Fund	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
110	monitor the traffic signal controllers at the most frequent rate possible.						reduce bandwidth expenses in cellular environments.
24	At startup, the traffic signal system software shall establish communications with all intersection controllers via the central communication system and begin second-by-second monitoring.	Х		Х			Condition of the condit
25	The traffic signal system software shall simultaneously process both incoming data and user requests (full duplex).	X		X			
Cont	rol Sections			•	•		
26	The traffic signal system software shall enable the operator to define a minimum of ten (10) control sections, or subsystems, or subgroups.	Х		Х			There are no limits the number of user-defined groups.
27	The number of intersections in a particular subsystem shall be a programmable from minimum of one to a maximum of the total number of intersections in the system.	Х		Х			There are no limits the number of intersections in the user-defined groups.
28	The traffic signal system software shall upload and download to local controllers the timing plans, time-of-day / day-of-week (TOD / DOW) schedules, and all other parameters required to operate the local intersections.	Х		Х			All parameters related to the operation of the intersection can be managed by the proposed solution.
29	The operator shall have the capability to upload and download to a single intersection.	Х		X			
30	The traffic signal system software shall have the capability to communicate with the field controllers using Ethernet and internet Protocol (IP) protocols.	Х		X			In addition to communicating with traffic controllers via Ethernet, <i>Transparity</i> TMS permits users to assign any number of IP addressable devices to an intersection. In this manner users can communicate with the ITS devices via protocol specific communication and/or utilize the browser interface of the device for device status and management.
31	The traffic signal system software shall be capable of collecting data and operating twenty-four (24) hours per day seven (7) days a week, without requiring an operator to be logged into the system.	Х		X			Transparity TMS is designed to run continuously without user intervention.
32	The traffic signal system software shall provide system control by coordinating intersection operation on an individual section, subgroup, or system-wide basis for selected features.	X		Х			The proposed solution enables authorized users to assign a controller to one or more groups for the purpose of coordinated operations, manual control groups, group timing edit, and real-time status monitoring.
33	The system shall provide the flexibility to define coordination zones from the central control center and allow modification of coordinator zones during time of day, day of week per predefined parameters.	Х		Х			Users can utilize schedules to alter the coordination of signals cross the network.





			_				Evaluin "Bartial Compliance" or
Func	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
34	The traffic signal system software shall include at least the following control modes which shall be operator-selectable from the Graphical User Interface (GUI): -TOD/DOW -Special Event -Manual -Flash	Х		X			All the features specified are supported by the proposed solution.
36	The central override shall be allowable on an intersection, section, subgroup, or system-wide basis.		X	X			Implementation of manual override commands for a single and/or group of intersections requires an additional confirmation before implementation.
37	In the event of a failure other than power failure or the severing of communications between the traffic signal system software and the controller, the operator shall have manual remote control over the intersection.		X	X			
38	TOD / DOW plans shall be downloadable from the traffic signal system software to the controller(s) in the field.		Х	Х			
39	The operator shall be able to schedule any command for execution at any time using the special event scheduler.	Х		X			Authorized users are allowed to schedule system commands, with no limit on the number of commands that can be scheduled.
40	The entries in the event scheduler shall automatically sequence in ascending order by TOD / DOW, regardless of the order in which the entries were made.	Х		X			
41	The operator shall be able to make entries into the event scheduler for up to a minimum of one year in advance.	Х		Х			Users can create schedules for any year.
42	Commands entered into the event scheduler shall be of two types, recurring and single event.	Х		Х			Users can elect to create a recurring DOM and DOW schedule or Special Date / single event.
43	Recurring commands shall be performed every time the matching of time parameters occurs.	Х		X			Commands are executed per the properties of the schedule.
44	The operator shall be able to enter the following recurring event command times at a minimumEvery day basis (i.e., every day of the year); -Every week bases (i.e., on a given day or days of every week); -Every time span basis (i.e., every hour); -Every weekday (i.e., given weekday from Monday through Friday); -Every weekend (i.e., given weekend day such as Saturday or Sunday); and -Every holiday (i.e., December 25th. January 1st, July 4th, etc.).	X		X			
45	The operator shall be able to enter the following single event command times at a minimum:	Х		Х			





							Evaluin "Bortiel Compliance" or
Funct	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
	-Specific date basis (e.g., December 25, 2017); -Specific time basis (e.g., at 2:00 PM or 1400 hours); and -Specific date/time basis (e.g. on 4/15/2017 at 11:00 AM).						
46	The system shall be capable of implementing global changes that can be made on a system-wide, section, or intersection basis without requiring the operator to enter data one intersection at a time.		X	X			The proposed solution permits the creation of schedules that can be assigned to groups of controllers of any size (including system-wide).
47	The operator shall be able to invoke manual override of the plan currently in effect for a subsection of the system, or for individual intersections (system-wide, Section or intersection basis).	X		X			Manual override of the current operating mode is permitted by authorized users for a single and/or group of intersections. This invokes a trivial alarm to make others aware of the manual override pattern.
48	Manual selection of timing plans shall have a higher priority than all other modes of timing plan selections.	X		X			Manual patterns are of the highest priority in the hierarchy of central system commands, followed by: -Regional Events (via C2C interface) -Special Events -Adaptive / Responsive -Central Schedule -Local Controller TOD Schedule
49	The operator shall be able to set manual override and later releasing the override manually.	Х		Х			The manual override can be set and released remotely via the central system and/or from the front panel of the traffic controller in the field.
50	The operator shall be able to set the manual override with a specified time frame for automatic termination during pre-planned special events. The manual override shall terminate automatically at the end of the specified time.		X	X			The user may set the system Pattern Control object, which uses the System Backup timer to determine how long this command stays active. Upon expiration of the backup timer, the software will return to regular scheduled operations.
51	When manual override is terminated, each affected controller shall revert to its previous scheduled mode of operation.	Х		Х			When manual override is terminated, the local controller will revert to the next command in the hierarchy.
52	The intersection display shall have special function buttons for controlling the stop time and release time for a specific phase or phases (if the controller firmware supports this functionality).		X	X			Special functions of <i>Transparity</i> TMS support the execution of any command supported by the NTCIP traffic controller software including remote execution of Emergency Vehicle Preemption routes, HOLD of any phase, stop-time, other features such as remote "police control" (manual control advance / enable). Users can also create a cascade of auto-executed commands using the Special Functions interface that are displayed in the GUI.
53	The traffic signal system software shall include up to sixteen (16) such special functions.		X	Х			Omni eX provides up to 16 special function outputs that can be utilized to activate external devices (such as a blank-out sign) or drive complex logic for





Func	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
54	Operators with a certain security level shall be able to preempt the controller by commanding a preemption command from the		X	X			advanced operations. These outputs can be set by Time-of-Day and/or issued by the central system. If authorized by the system administrator, users may execute any supported command by the underlying
	central system.						controller, including but not limited to "push buttons", vehicle calls, specific detector calls, EV preemption, etc.
55	In the traffic responsive mode of operation, the traffic signal system software shall select the timing plan that is best suited to the existing traffic conditions as measured by the system detectors and analyzed by the system's traffic responsive process.		Х	X			The proposed solution supports the use of traffic responsive operations, whereby timing plans are selected based on existing traffic conditions from detector data.
56	When the traffic responsive process detects that this detector station has exceeded operator-defined thresholds, the associated sections shall automatically change to the appropriate traffic responsive plan.		Х	Х			The traffic conditions are measured by the use of system detector volume and occupancy data. By assigning an operational pattern for each traffic condition, the system will automatically adjust the operation of the traffic signals to match the prevailing demand
57	System shall be able to place controllers in a manual control on system-wide, section, or intersection basis.		Х	X			
58	To initiate flashing operation remotely, the controller shall be commanded to flash from the traffic signal system software.	X		Х			Users may immediately place an intersection into flash mode by implementing an overriding command and/or utilize the NTCIP compliant scheduler in order to program the specific dates and time of flash operations.
59	If the controller has been commanded to be in flash mode and remains online, it shall be shown as being in flash mode in the GUI.	X		X			When issuing FLASH operation via the system pattern control (i.e., scheduler) the mode will remain active for as long as the intersection remains online. When issuing FLASH operation via manual override, the mode shall remain active even if the intersection is offline (until removed). The GUI of Transparity TMS distinguishes between flash operations that are scheduled, implemented via manual override those initiated by the conflict monitor and/or device failures.
Repo	rting						idiidios.
60	The traffic signal system software shall provide a seamless interface to this custom report utility.	X		X			The historical database is an online database that can be queried with the Solution's reports engine.
61	The Traffic Signal System provider shall provide routine preformatted reports for use upon startup of the traffic signal system software.	Х		Х			Authorized users are able to query and filter the data by any parameter in the database including date, time, direction,





Func	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
1100= = :-							start/end times of interest, device type, errors, alerts, operator/user, organization, etc.
62	The traffic signal system software shall have the means to create user-defined preformatted reports.	Х		Х			Each report provides applicable parameters to allow the user to customize the analysis and report display.
63	The traffic signal system software shall generate user selectable formatted reports for traffic events, detector data, measures of effectiveness, and/or communications statistics.	Х		Х			
64	The reports shall be generated on a system-wide, section or intersection basis.	Х		Х			Users can filter the reports via intersection(s).
65	The system shall be capable of auto generating standard reports for daily review by the operator.	Х		Х			The combination of parameters, logical filters, and sorting functions enable users to create ad hoc reports from default / canned report styles.
66	The controller hardware and traffic signal system shall monitor the system to diagnose and report on detector and controller output.	X		X			The central system status monitoring enables real-time analysis of all inputs and outputs, including detection.
67	The diagnostic shall compare controller settings in the field compared with database parameters, highlight differences and identify failures.	X		X			The proposed solution offers side-by-side comparisons of individual pages of signal timing data and/or full database audits and audit reports. When there is a difference between databases, each field is highlighted which allows the user to easily identify mismatches.
68	Failures shall be defined by operator as definable error thresholds designed to identify erratic detector operation.	Х		Х			The detector diagnostics of Omni eX enable the user to define the thresholds for each type of detector failure.
69	The traffic signal system shall allow a full or partial (single page) upload/download on a system-wide, section, group or intersection basis.	Х		Х			
70	If the controller has been commanded to be in flash mode and remains online, it shall be shown as being in flash mode in the GUI.	Х		Х			The operational and alarm status is displayed on the system map as desired. The solution utilizes a combination of colors and pulsing indicators to display the status and severity of alerts.
71	The traffic signal system software shall upload and download the following data, at a minimum: -Intersection timing parameters -Detector data -Controller and cabinet alarm data -Event data -Preemption data -Universal date and time -Controller date and time; and, -Other data specified elsewhere in these System Requirements.	X		X			Transparity TMS supports the full management (upload / download) of ALL signal timing parameters including those of the existing traffic signal controller software and proposed NTCIP Omni eX controller software.
72	The number of timing plans, timing	X	ı	X	I		The proposed traffic controller
12	plan pages, and coordination plan pages that can be stored by the	^		^			software (Omni eX) supports up





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Func	iional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	provide additional information on each requirement / specification
	traffic signal system software shall only be limited by the physical storage capabilities of the hardware.						to 250 coordination patterns and 4 unique sets of timing plans. Transparity TMS enables the user to store as many records of timing as permitted by the physical storage of the server hardware.
73	Each timing plan shall include uniquely programmable values for cycle length and offset, a uniquely programmable phase sequence, and uniquely programmable spilt values.	Х		Х			Omni eX supports the display and management of up to 250 signal timing plans / operational patterns, with unique settings for cycle length, offset, phase splits, sequence, and other pattern specific settings.
74	The traffic signal system software shall recognize the occurrence of locally initiated preemption (emergency vehicles) and not erroneously diagnose a coordination failure because the local controller has been preempted.	X		Х			Transparity TMS does not confuse preemption operations with a coordination failure.
75	The beginning and ending times of all preemption events shall be recorded in the system log.	Х		Х			Preemption details including but not limited to the beginning and end times are logged in the system.
76	The traffic signal system shall include reports and displays that show the beginning and ending times (or alternately, the beginning time and duration) of all preemption events for a selected time period.	X		Х			Transparity TMS offers a Preemption Details report which displays the duration of each interval involved in both emergency and railroad preemption.
77	Types of preemption (e.g., emergency vehicle or other) shall be differentiated and coded with identification within the traffic signal system software.	X		Х			As each of the 16 preempts can be configured as any type, Transparity TMS enables the user to label each preempt for distinguishing between preempt types and directionality.
78	Vehicle preemptions shall be reported by intersection approach.	X		X			
79	The traffic signal system software shall recognize the occurrence of locally initiated TSP operation and thereby not erroneously diagnose a coordination failure because the local controller has been serving a TSP call.	Х		Х			Transparity TMS does not confuse TSP operations with a coordination failure.
80	The beginning and ending times of all TSP events shall be recorded in the system log.	Х		Х			Transparity TMS logs the beginning and end of preemption events.
81	The traffic signal system shall include reports and displays that show the beginning and ending times (or alternately, the beginning time and duration) of all TSP events for a selected time period.	Х		Х			The system can display the duration of the TSP events and indicate the strategies utilized to either extend or truncate phase durations in order to service the priority vehicle.
82	The traffic signal system software shall have the capability to enable, process, and log railroad preemption events at the local traffic controller.	Х		Х			
83	The traffic signal system software shall recognize the occurrence of locally initiated railroad preemption and thereby not erroneously diagnose a coordination failure	X		Х			Transparity TMS does not confuse railroad operations with a coordination failure.





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Fund	ctional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
110	because the local controller has been preempted.						
84	The beginning and ending times of all preemption events shall be recorded in the system log.	Х		Х			
85	The traffic signal system shall include reports and displays that show the beginning and ending times (or alternately, the beginning time and duration) of all preemption events for a selected time period.	X		X			Transparity TMS offers a Preemption Details report which displays the duration of each interval involved in both emergency and railroad preemption.
86	The intersection map shall be provided with an indicator that changes color to indicate a railroad preemption event in progress if the firmware provides that information in NTCIP 1202 objects.	X		X			The solution utilizes a combination of colors and pulsing indicators to display the status and severity of alerts.
87	The traffic signal system shall have the ability to provide a fully integrated traffic adaptive functionality that will not require the procurement of additional third party software to utilize the system and ITS peripheral devices.	X		Х			The components required for adaptive signal control are included in the proposed solution and do not require independent purchase from a third party or peripheral devices other than the agencies existing and/or preferred detection system.
88	The email, phone, or text message feature shall be fully programmable allowing designation of TOD/DOW, phone number, and which critical event to trigger.	Х		Х			
89	The occurrence of each failure alarm shall be recorded in the system log	X		X			Failure alarms are logged in the system.
90	The traffic signal system software shall re-evaluate the traffic responsive data at least every five (5) minutes to determine the appropriateness of current timing plan and implement changes as defined in the traffic responsive parameters.		Х	Х			Transparity TMS enables the user to select the rate of analysis for each traffic responsive profile.
91	The traffic signal system shall be able to use both system and local detectors for both traffic counting and traffic responsive operation.		Х	Х			
92	The traffic signal system software shall process and maintain detector count and occupancy data on a continuous basis to be used for various traffic control strategies and/or reporting tasks.		X	Х			Transparity TMS collects and stores detector VOS data each minute.
93	The traffic signal system software shall recognize, process and display detector information including traffic volume, Occupancy and speed as defined by the following: -Volume: The number of vehicles counted in an interval of time. Raw and smoothed volume shall be displayed in user-defined intervalsOccupancy: The percentage of time the detector loop is occupiedSpeed: Calculated based on the output from detector loops or video detection loop emulation if that data		X	X			Omni eX is able to provide VOS detection data for up to 128 via NTCIP 1202 including vendor specific objects such as speed traps.





Funct	tional and Operational Requirements			Fully	Partially	Do Not	Explain "Partial Compliance" or
1 uno	and Specifications	Mandatory	Optional	Comply	Comply	Comply	provide additional information on each requirement / specification
10	is provided through NTCIP protocol.			Α.			
94	The traffic signal system software shall automatically record detector data in the database and archive the data onto external media.		Х	Х			System event logs related to detection are provided in both traditional controller event logs and high-resolution event data reports.
95	Raw detector data shall be stored in memory on a five minutes basis.		Х	Х			In order to provide more responsiveness in traffic responsive and adaptive operations, raw data is stored in one-minute intervals; however, users can visualize the data and/or utilize data that has been aggregated in 5 minute intervals.
96	If erroneous data is received from the detector loops or video detection loop emulation during any of the five-minute collection time periods, the data will be tagged as questionable or not available in the database.		Х	Х			
97	If no data is received from the detector loops during a five-minute collection time period, the data will be tagged as questionable or not available in the database.		Х	Х			
98	A user-definable filter shall be used to set the threshold of when detector data is considered not usable.		Х	Х			
99	The user shall have the ability to enable or disable the detector data collection feature.		Х	Х			Each detector can be enabled or disabled for data collection
100	Detector data shall be retrievable from the storage media and be formattable for use with the relational database or traffic modeling packages.		Х	Х			
101	Upon retrieval the detector data shall be automatically expanded from the compressed format.		Х	Х			
102	The detector feedback from the field from video detectors and inductance loops shall be continuously monitored for proper operation.		Х	Х			
103	Detectors shall be classified as acceptable, marginal, disabled, and failed.		Х	Х			
104	Detector failures shall be reported to the system log and the system workstation.		Х	Х			
105	The traffic signal system software shall have user-definable failure filters that define the thresholds that a detector must exceed to be considered failed.		Х	Х			
106	The following failure types shall be provided at a minimum; -Maximum Present: If an active detector exhibits continuous detection for a program entered period (0-255 minutes in one minute increments):		X	X			





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Funct	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	provide additional information on each requirement / specification
	-No Activity: If an active detector does not exhibit an actuation during a program period (0-255 minutes in one minute increments); -Erratic Output: If an active detector exhibits excessive actuation (program entered maximum counts per minute 0-255 increments of one)						
107	The traffic signal system shall provide the means by which the traffic signal system software's time clock is automatically synchronized with universal time through any of the following: -WWW radio broadcast -WWW Internet source -GPS clock	X		X			
108	Automatic clock synchronization shall be user programmable and be able to occur up to two (2) times per day.	X		X			The proposed solution enables the user to manually issue commands to synchronize the clock of a single controller and/or multiple controllers and/or any number of scheduled updates.
109	The traffic signal system software shall provide for the automatic downloading of clock updates to each field controller or any device that communicates with the traffic system.	X		Х			The system administrator can configure the frequency of time drift analysis and the automatic action in response to discovering time drift (log and/or update time).
110	The traffic signal system software shall provide and maintain a security system to prevent unauthorized access to the system.	Х		Х			The proposed solution offers secure authorization via the application user credentials or use of the agency's active directory (LDAP).
111	Operator privileges shall be definable on a functional level.	X		X			The Solution provides role- based access controls that allows system administrators to define and assign different user access levels which enable and/or restrict the features, functions and/or data available to users. Upon configuration of an Access Level, the system administrator may elect to assign a collection of intersections that represent the jurisdiction of the Access Level members.
112	The security levels for access privileges shall include, at a minimum; -no access -view only -upload only -download only -full access -System Administrator Access	Х		Х			The proposed solution is configured with default Access Levels that address the requirements of this specification or the system administrator can create custom access levels.
113	Each operator shall have a privilege level mask defined by the System Administrator	Х		X			
114	The system administrator level shall have full access to the system as well as the responsibility for maintaining account and privilege level masks.	X		Х			





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Funct	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
115	The start-up procedure shall establish the privileges, object menu options, windows, and tools the operator may utilize.	X		Х			Each user can have a separate user account with unique permissions and restrictions over the amount of data the user can access and the type of changes they can make.
116	The Graphic User Interface (GUI) software shall provide the operator with a graphical operating environment.	X		Х			The user interface provides menus, navigation, and customization common in leading software solutions.
117	The GUI shall allow the operator to seamlessly select objects on the screen by point-and-click manipulation (left and right click options) with the mouse minimizing typing and the need to memorize lengthy commands.	X		Х			There is no need to memorize commands as the GUI of Transparity TMS provides system navigation menus and context menus that can be activated by right clicking on system objects on the map and/or lists.
118	The GUI shall provide the ability to add or delete a given intersection from a section through point-and-click manipulation of the intersection on a map and table (optional)	Х		X			The system enables the user to add and/or remove intersections locations based on the position of the pointer on the map.
119	The GUI shall include standard WindowsTM printer interfaces and utilize standard WindowsTM printer drivers.	Х		Х			
120	All windows in the traffic signal system software shall support a mouse with a right button, a left button and a wheel	X		X			Each display supports the functions described in this requirement.
121	The GUI shall incorporate the following: -Pop-up multiple display objects and windows; - Menu icons and controls; - Dialog boxes; - Push button and other active commands; - Visual and audio alarms; - Roll over icons; and Use of object characteristics such as colors, highlighting, and flashing to alert operators of status changes.	X		X			The GUI: - allows users to elect to pop-out multiple displays and/or arrange multiple displays within docking regions - includes icons and sub contextual controls - allows authorized users to execute any supported command by the underlying controller, including but not limited to "push buttons", vehicle calls, specific detector calls, EV preemption, etc. uses a combination of colors and pulsing indicators to display the status and severity of alerts
122	The GUI shall enable several windows to be active at the same time and may overlap on the screen.	Х		Х			Users may elect to pop-out multiple displays and/or arrange multiple displays within docking regions.
123	The operator shall be able to move any window on the screen, to change window size, and to collapse a window to an icon.	Х		Х			Each display enables the user to resize the window.
124	The intersection graphics shall fill the entire screen when commanded by the operator.		Х	Х			Double clicking the header of the display activates full screen mode.
125	The intersection graphics window shall include a window header with the standard intersection name and number in it.	X		X			The header displays the name of the intersection and can include the system ID number.
126	The software shall offer a built-in, on-screen help menu to assist the		Χ	Х			The software supports the use of PDF copies of the user guides





Funct	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on
	operator in using the software without requiring the use of hard copy documentation.						each requirement / specification and manuals vs hard copy documentation.
127	The operating system and software shall support a multi-terminal, multi-user interface and the software shall allow access to multiple levels of the traffic signal system software simultaneously.		Х	X			The proposed solution was designed to support a multitude of local and regional users with various access levels without impacting the system performance for any individual user and allows simultaneous "access", however prevents catastrophic conflicts related to device operation.
128	The system shall provide a minimum of two users and up to ten users to be able to access the system simultaneously-bandwidth and operating system limitations may apply.		Х	X			The proposed solution was designed to support a multitude of local and regional users without impacting the system performance for any individual user and does not limit the number of concurrent users from different locations.
129	All colors for all icons shall be selectable by the operator.		Х	Х			
130	The same colors and icons shall also be used in display/report screens		Х	Х			
131	A legend shall be available within the display window, defining the meaning of each icon and color.		Х	Х			
132	When an operator opens a controller database that is in use, the traffic signal system software shall display a message explaining to the operator that the database is already open.		Х	Х			The proposed solution does not allow concurrent authorized users to edit the same controller database at the same time. The secondary user is able to review the database in read-only mode.
133	A list of the operators that are currently logged onto the traffic signal system software shall be available to be viewed by a user-defined set of operators.		Х	X			
134	The remote access capability shall apply to all workstations or laptops that are physically connected to the LAN as well as dial-in computers/laptops, subject to LAN access restrictions determined by the System Administrator.		Х	Х			The proposed solution does not limit the number of concurrent users from different locations.
135	All connected computers, including those connected by dialin, shall be capable of concurrent operation.		Х	Х			The proposed solution was designed to support a multitude of local and regional users without impacting the system performance for any individual user. The solution utilizes unified authorization and user access across both desktop clients and browser-based interfaces.
	т Мар						
136	The system map shall be able to be integrated with the City's GIS.		X	X			
137	The dynamic mapping shall incorporate full pan/zoom capability.	X		Х			The proposed solution map supports: - user defined map center point - click and drag panning - preset zoom levels - mouse wheel zooming - sub contextual device menus





Func	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
138	The dynamic mapping shall have a base map that is derived from at least one of the following: Google Bing City GIS maps	X		X			alternate background views The proposed solution offers a commercially available Google Map and ArcGIS Open Web Map.
139	The map shall cover the entire limits of the City's jurisdiction or sphere of influence.	Х		X			
140	The dynamic layers of the web based map shall be incorporated onto the base map by the Provider		Х	Х			
141	At a minimum, the base map shall show the roadway, road edges of arterials and collector streets, freeway centerlines, freeway ramp terminus, rail lines, and landmarks.		Х	Х			
142	The map shall be capable of displaying web based map information such as current traffic conditions (e.g., heat maps).		Х	Х			The arterial links of the solution support data from multiple sources and can be utilized to display link data and status on the system map.
143	The traffic signal system software shall allow operators to view real-time intersection status and detector data (volume, occupancy, and speed) that is an overlay on the system map or hyperlinked files.	Х		Х			The user may launch additional displays (via hyperlink) that contain deeper levels of information.
144	The traffic signal system software shall provide the means to keep multiple intersection database windows open simultaneously to facilitate comparison and data manipulation.	X		Х			Users may elect to pop-out multiple displays and/or arrange multiple displays within docking regions.
145	It shall be possible to drag-and- drop these windows throughout the entire monitor screen.	Х		Х			
146	In all menu selections, the traffic signal system software shall include a list of intersections by standard name and multi-character user definable asset number.	Х		Х			
147	The traffic signal system software shall permit the operator to view the status of equipment on a filtered basis selected on a system, section, intersection or individual detector basis.	X		Х			
148	The following elements shall be selectable on a system, section, intersection or individual detector basis for use as filters in the display of system, communications, or equipment status: - Communications; - Power up/down; - Detector events; - Time download; - local controller clock; - Transition	X		X			
149	The following timing plan changes shall be selectable on a system, section, or intersection basis for	Х		Х			The proposed system offers the ability to review relevant historical information with





Fund	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
	use as filters in the display of system or intersection status: - Scheduled - Manual - Special event Holiday						respect to historical system, user, device, and traffic events.
150	The following flashing operations shall be selectable on a system, section, intersection basis for use as filters in the display of system status: Police flash Technician flash Scheduled flash	Х		Х			
151	The following preemption and priority operations shall be selectable on a system, section, intersection basis for use as filters in the display of system status: - emergency vehicle preempt railroad preempt - transit signal priority	Х		Х			
152	The following elements shall be selectable on a system, section, intersection nor individual detector basis for use as filters in the display of system, communications, or equipment status: - Cabinet door - Special functions - Controller even log - Detector event log - MMU events log	X		X			The proposed solution offers both cabinet door and keyboard entry as a means of taking unique action in response to each type of activity.
153	Intersection displays shall depict roadway curb lines and all lane lines and shall include static displays of the following: Street names - Intersection number - Vehicle and pedestrian phase numbering - Intersection phase movement arrows Special functions and definition	X		X			
154	The intersection display shall also include dynamic indicators which shall display and indicate the status of the following: Controller operational mode: TOD/DOW special events traffic responsive manual stand-by fee/flash police flash technician flash adaptive Changes to the timing pages Controller status offset transition preempted type of preemption conflict flash	X		X			





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Func	tional and Operational Requirements	Mandatory	Optional	Fully	Partially	Do Not	Explain "Partial Compliance" or provide additional information on
	and Specifications		Ориона	Comply	Comply	Comply	each requirement / specification
155	The intersection display shall also include dynamic indicators which shall display and indicate the status of the following: Communications status (e.g., on- line, bad communication, or no communication); Cabinet door status	Х		Х			
156	The intersection display shall include timing parameters currently in effect which shall display and indicate the status of the following: - controller clock - control mode - transition status - control section assignment' - timing plan number - cycle length - offset split values	X		X			
157	The intersection display shall include dynamic indicators which shall display and indicate the status of the following: Color status of all vehicular phases and overlaps including the circular red, yellow, and green indications of all arrows; Color status of all pedestrian phases including walk, flashing don't walk, and steady don't walk; Actuation status of all local detectors, both vehicular and pedestrian and all system detectors associated with the intersection; Preemption in effect, and what preemption mode; Any special function status; Indication of failure and type of failure; Count-up of cycle clock; Count-down of the number of seconds remaining for the split of the phase in service and;	X		X			
158	Dynamic split values. The detector status for a given intersection shall be displayed on the screen with the intersection graphics.		Х	Х			The proposed solution allows authorized users to view system attributes and data including detector status.
	nunication Statistics						
159	The display shall include number of communication attempts, number of successes, number of failure, and percentage of successful communications per intersection, per channel, and per system.		X	X			
160	The communications status views shall include a reference to the standard intersection name and number. The traffic signal system software		X	X			
	shall permit the operator to select the method by which sections are sorted.		-	-			





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Funct	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	provide additional information on each requirement / specification
162	The choices of methods of sorting shall include the following at a minimum (when applicable to the communications topology): - by communications circuit - by communications addresses (MAC, IP and Port)		X	Х			
	- by communication channels by intersection name (both						
	alphabetically and number)						
	Space Diagrams						
163	The traffic signal system software shall have the ability to generate time-space diagrams from both real-time data and from historical data contained in the database to display such time-space diagrams on-screen.	X		X			The solution provides a Time- Space Diagram with industry standard features that can refresh the display in near-real time, programmed, historical, and historical averages.
164	The operator shall be able to perform "on-screen fine-tuning" using click and drag methods to adjust the offsets, with the resulting changes in the widths of the progression bands being displayed as the changes are being made.		Х	X			Transparity TMS enables users to make changes to the group timing editor and refresh the time-space diagram thereafter in order to evaluate the bandwidth of programmed signal timing parameters.
165	The operator shall then be able to save the database the resulting changes in offset for that timing plan.		Х	X			Transparity TMS enables users to make changes to the group timing editor and refresh the time-space diagram thereafter in order to evaluate the bandwidth of programmed signal timing parameters.
166	To fine-tune crossing arterial progression, the operator shall be able to generate and display the time-space diagram for each street in a separate window.		Х	Х			
167	The on-screen adjustment of the offset of the common window shall result in changes in the widths of the progression bands in both windows.	X		X			
Meas	ures Of Effectiveness						
168	The traffic signal system software shall have the ability to generate measures of effectiveness (MOE) for arterials and intersections from both real-time data and from historical data (offline) contained in the database on-screen and in printed copy.	X		X			The proposed traffic controller records MOE and high-resolution event data, which is collected and processed by the central system on a regular basis.
169	MOE reports shall consists of a minimum of the following items collected each sampling period: - Date and time of day of record; - Number of whole cycles; - Sample period; - Active Cycle/Offset/Split Pattern; - Seconds average green used per phase per cycle; - Maximum Green available per phase per cycle based on split or max; - Phase Green Utilization as a percentage of available green;	Х		X			The proposed traffic controller records MOE and high-resolution event data on a per phase basis, which is collected and processed by the central system on a regular basis. The actual split duration, programmed split duration, reason for termination, coordination mode, and flags are all recorded on a per split basis, yet aggreged on a per cycle basis in reporting.





Func	tional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
	- Seconds of average delay per						The data for necessary for
	phase; - Number of Walks per phase per						percentage of green time is
	period;						present; however, not currently
	- Number of Gap-outs per phase						displayed in the MOE report.
	per period;						
	- Number of Force offs per phase						The proposed solution reports the number of pedestrian
	per period;						calls/services and duration.
	Number of Max-outs per phase per period.						Sanoyserviese and daration.
Fyna	ndability						
170	The City shall be able to input	X		Х			
	additional intersections (geometry						
	and configuration) or edit existing						
	intersection data without requiring						
171	assistance from the Contractor. The traffic signal system provider	X		X			
'''	shall provide the following	^		^			
	documentation at a minimum;						
	- System architecture and block						
	diagram(s);						
	- Hardware requirements;						
	- Program source libraries and source code in an escrow account:						
	- Database definitions and file						
	structures;						
	- Interface and Configuration						
	Management specifications;						
	- Communication protocols						
	including field device protocol;						
	- Variable descriptions, variable cross-references and subroutine						
	calling sequences;						
	- Security documentation;						
	- System backup and recovery						
	procedures;						
	- System operational procedure						
	and error handling;						
	Operational options;One electronic copy of the						
	operator's manual;						
	- One electronic copy of the						
	training manuals;						
	Online user's manual or help facility.						
Train 172							
1/2	The Provider shall provide both formal and informal training on the	X		X			
	traffic signal system. The formal						
	training will be classroom-style						
	training and the informal training will						
	be hands-on training during the installation, setup, configuration,						
	and testing of the system.						
173	The Provider shall provide a	X		Х			
	minimum of one day (8 hours) of						
	formal training which shall be a						
	classroom-style training to be						
	conducted in a City facility with up to ten (10) members in attendance.						
174	The Provider shall provide informal	X		X			
	hands-on training to City staff						
	during the installation, configuration						
475	and/or testing of the system.	V		V			
175	The informal training will be scheduled on an ad-hoc basis	X		X			
	Soliculica oli ali au-1100 DASIS						<u> </u>





Func	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
	between the City Project Manager and the Provider and will be part of the configuration, setup and testing of the traffic signal system (at no additional cost City)						
176	The Provider shall provide the City with a perpetual royalty free license for the Traffic Signal System and all associated software.	Х		X			
177	Provider shall provide a warranty for three (3) years including support services and automatic updates to the software.	Х		Х			
178	Provider shall provide software licenses for the central servers and up to 350 intersections.	Х		Х			
Reco	very						
179	The traffic signal system software shall automatically recover from a power failure.	X		X			As part of standard system software operation and maintenance activities, scheduled backups of databases to a second off-site backup server are performed to retain relevant operating parameters and data to support archiving and disaster recovery. A disaster recovery plan will be included along with the server to minimize downtime. Upon expiration of the "unit backup time" maintained by the communication monitor of the proposed controller, the intersection shall implement the operation with the next highest priority (in absence of the system pattern control).
180	The traffic signal system software shall automatically begin communications with all field equipment via the central communications system when recovering from a power failure, planned or unplanned shutdowns or restarts.	Х		X			Upon re-establishing communication, the communication alert status is cleared. Additionally, the solution monitors communication chatter as a status as to prevent repeated alternating alerts of Online / Offline.
181	If the traffic signal system software detects a non-fatal error within one or more of its processes, it shall alert the operator via an alarm and log a message to the system log. The location or operator to be sent the alarm shall be user configurable.	Х		X			System administrators are able to categorize, group alarms of similar types, assign alerts to relevant users, and assign escalating levels event notifications.
182	The system shall continue to operate even if in a degraded state with the non-fatal failure to be determined by the City.	X		X			The proposed controller software is designed to maintain operations during temporary and/or extended failures with external equipment / systems.
183	If the traffic signal system software detects fatal error within one or more of its processes, it shall attempt to alert the operator via an alarm log a message to the system log. The location operator to be sent the alarm shall be user	Х		Х			Visual alerts and notifications are a core component of the monitoring of device status.





Funct	ional and Operational Requirements and Specifications	Mandatory	Optional	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
	configurable.						
184	Once fatal failure has been detected, the traffic signal system software shall attempt an orderly shutdown of the system.	X		X			
Addit	ional Requirements						
185	Provider shall prepare and submit a System Test Plan for review and approval prior to testing (integration and acceptance).	Х		X			
186	Provider shall prepare and submit Acceptance Test Procedures for review and approval prior to acceptance testing.	Х		Х			
187	Provider shall conduct a 45-day system test and correct any errors or failures during this test period.	Х		Х			

Adaptive Signal Control Technology (ASCT) Requirements

Our Team's responses to the ASCT requirements are provided below.

Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification	
1.0	Network Characteristics					
1.0-1	The ASCT shall control a minimum of 75 signals concurrently	Х			The system does not limit to the number of intersections that can concurrently operate in adaptive mode.	
1.0-2	The ASCT shall support groups of signals.	Х			Transparity Adaptive signal control enables users to define adaptive, coordination, and jurisdictional groups of traffic signal controllers.	
1.0-2.0-1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be defined by the user.	Х			Transparity Adaptive signal control enables users to define adaptive, coordination, and jurisdictional groups of traffic signal controllers.	
1.0-2.0-2	The ASCT shall control a minimum of six groups of signals.	X			There are no limits the number of user- defined groups.	
1.0-2.0-3	The size of a group should range from 1 to 30 signals and should be capable of accommodating more than 30 signals.	Х			Transparity Adaptive signal control allows any number of traffic controllers to be a member of a group.	
1.0-2.0-4	Each group shall operate independently	Х			The groups are able to operate independently from each other.	
1.0-2.0-5	The boundaries surrounding signal controllers that operate in a coordinated fashion should be altered by the ASCT system according to configured parameters.	Х			Transparity adaptive signal control enables traffic signal controller group membership based on user-defined parameters.	
1.0-2.0-5.0-	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be altered by the system according to a time-of-day schedule. (For example: this may be achieved by assigning signals to different groups or by combining groups.)	X			Transparity Adaptive signal control permits controllers to participate in one or many groups. As the activation of group operations can be managed by the central scheduler, the composition of coordinated intersections can be managed by time-of-day schedule.	
1.0-2.0-5.0-2	The boundaries surrounding signal controllers that operate in a coordinated fashion should be altered by the system according to traffic conditions. (For example: this may be achieved by assigning signals to different groups or by combining groups.)	Х			Transparity Adaptive signal control can change the effective group membership based on prevailing conditions. This operation enables the user to set VOS thresholds in order to trigger the activation of alternate coordinated group composition in the field.	





Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
1.0-2.0-5.0-3	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be altered by the system when commanded by the user. Type of Operation	Х			Users can manually alter the group configuration and operation of traffic signal controllers within the group.
2.1.1.0-1	The ASCT shall operate non-adaptively during the presence of a defined condition.	Х			When configured to monitor the volume, occupancy, and/or speed, Transparity TMS can issue non-adaptive operations when the traffic conditions reach user-defined thresholds.
2.1.1.0-2	The ASCT shall operate non-adaptively when adaptive control equipment fails.	Х			If at any time, the central system software and traffic controllers stop communicating due to equipment failure, the adaptive signals within the group shall return to non-adaptive operations.
2.1.1.0-2.0-1.0	The ASCT shall operate non-adaptively when a user-specified detector fails.	X			When user-specified critical detectors fail, Transparity TMS performs one of three user-specified actions: Terminate adaptive operations Suspend adaptive Use historical data The use of historical and temporary suspension of operations permits the system to wait for the detector to recover before terminating adaptive operations. If the detector does not recover with the detector fail timeout, adaptive operations will terminate and the traffic controllers within the group return to non-adaptive operations.
2.1.1.0-2.0-	This feature shall be user configurable	Х			return to non adaptive operations.
2.1.1.0-2.0-2	The ASCT shall operate non-adaptively when the number of failed detectors connected to a signal controller exceeds a user-defined value.	X			When user-specified number of detectors fail, Transparity TMS performs one of three user-specified actions: Terminate adaptive operations Suspend adaptive Use historical data The use of historical and temporary suspension of operations permits the system to wait for the detector to recover before terminating adaptive operations. If the detector does not recover with the detector fail timeout, adaptive operations will terminate and the traffic controllers within the group return to non-adaptive operations.
2.1.1.0-2.0- 2.1.1.0-2.0-3	This feature shall be user configurable The ASCT shall operate non-adaptively when the number of failed detectors in a group exceeds a user-defined value.	X			When user-specified number of detectors fail, Transparity TMS performs one of three user-specified actions: Terminate adaptive operations Suspend adaptive Use historical data The use of historical and temporary suspension of operations permits the system to wait for the detector to recover before terminating adaptive operations. If the detector does not recover with the detector fail timeout,





Ref. Doc Requirement	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each
Numbers	(ACC) / Cystem Requirement	Compry	Compry	Compry	requirement / specification the traffic controllers within the group
2.1.1.0-2.0-4	The ASCT shall operate non-adaptively when a user-defined communications link fails.	X			return to non-adaptive operations. Transparity Adaptive signal control monitors communication activity suspends adaptive operations during temporary disruptions and terminates adaptive operations when communication with the central system exceeds the communication backup timer. This permits controllers within the adaptive group to remain coordinated by returning to time-based operations until communications are restored.
2.1.1.0-3	The ASCT shall operate non-adaptively when a user manually commands the ASCT to cease adaptively controlling a group of signals.	Х			At any time, users may elect to manually terminate adaptive operations for a select group of traffic controllers.
2.1.1.0-5	The ASCT should operate non-adaptively in accordance with a user- defined time-of-day schedule.	Х			Transparity TMS enables users to configure schedules for non-adaptive operations via the central scheduler.
2.1.1.0-7	The ASCT should alter the adaptive operation to achieve required objectives in user-specified conditions.	Х			Transparity Adaptive signal control enables users to alter the operational objectives based on user-specified traffic conditions.
2.1.1.0-7.0-1	When current measured traffic conditions meet user-specified criteria, the ASCT shall change cycle length, splits, offset, and/or phase sequences of the signal controllers, maximizing the throughput of the coordinated route.	Х			Transparity Adaptive signal control provides the ability to alter underlying adaptive parameters in order to favor throughput once traffic conditions have met user-specified criteria.
2.1.1.0-7.0-3	When current measured traffic conditions meet user-specified criteria, the ASCT shall change cycle length, splits, offset, and/or phase sequences providing equitable distribution of green times.	Х			Transparity Adaptive signal control distributes green time in a manner consistent with the demand of each approach, ring, and barrier.
2.1.1.0-7.0-4	When current measured traffic conditions meet user-defined criteria, the ASCT shall change cycle length, splits, offset, and/or phase sequences providing two-way progression on a coordinated route.	Х			The volume of each arterial direction is measured against progression weighting factors which establish preferential, semi-preferential, or balanced two-way progression.
2.1.1.0-8	The ASCT shall provide maximum and minimum phase times.	Х			The proposed solution enables assignment of specific minimum and maximum phase durations during adaptive operations.
2.1.1.0-8.0-1	The ASCT shall provide a user-specified maximum value for each phase at each signal controller.	Х			Each phase can be programmed with several split maximums which can be activated based on the operational objective of the adaptive group.
2.1.1.0-8.0-1	The ASCT shall provide a user-specified minimum value for each phase at each signal controller.	Х			Transparity Adaptive signal control enables users to specify minimum split times for each phase during adaptive operations.
2.1.1.0-9	The ASCT shall detect repeated phases that do not serve all waiting vehicles. (These phase failures may be inferred, such as by detecting repeated max out.)	Х			Transparity Adaptive signal control continuously monitors and records the demand and reason-for-termination of each phase. The user interface of the adaptive solution enables users to review the current demand and/or development of a trend such as repeated max-outs.
2.1.1.0-9.0-1	The ASCT shall alter operations, to minimize repeated phase failures.	Х			Upon development of a trend (such as repeated max-outs) the system will alter the green times in order to accommodate the increase in demand





Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
					and minimize the occurrence of phase failures.
2.1.1.0-9.0-2	This feature shall be user configurable	Χ			Tallaroo.
2.1.1.0-10	The ASCT shall determine the order of phases at a user-specified intersection. (The calculation will be based on the optimization function.)	Х			The solution can implement the sequence most appropriate for traffic conditions and/or user preference.
2.1.1.0-11	The ASCT shall provide coordination along a route.	Х			Coordination is established amongst intersections within the adaptive group / route.
2.1.1.0-11.0- 1	The ASCT shall coordinate along a user-defined route.	X			Users define the routes by way of the adaptive group assignment.
2.1.1.0-11.0-	The ASCT should determine the coordinated route based on a user-defined schedule.	Х			Users can activate adaptive coordination along routes by way of the scheduler.
2.1.1.0-12	The ASCT shall allow the use of phase timings in the local controller set by agency policy.	Х			Transparity Adaptive signal control was designed to maintain compatibility with agency policies with respect to phase timings and safety.
2.1.2.0-1	The ASCT shall allow protected/permissive left turn phase operation.	X			Transparity Adaptive signal control is compatible with protected / permissive left turn operations (including flashing yellow arrow).
2.1.2.0-2	The ASCT shall allow the protected left turn phase to lead or lag the opposing through phase based upon user-specified conditions.	Х			The sequence is user assignable; thus, the system will not prevent lead / lag operations.
2.1.2.0-6	The ASCT shall omit a user-specified phase when the cycle length is below a user-specified value.	X			Upon identifying traffic conditions that call for smaller cycle lengths, Transparity Adaptive signal control will implement a new base pattern and cycle length where select phases can be omitted.
2.1.2.0-9	The ASCT shall omit a user-specified phase according to a time of day schedule	Х			The scheduler can activate base patterns which can call for user-specified phase omits.
2.1.2.0-10	The ASCT shall assign unused time from a preceding phase that terminates early or skipped to a user- specified phase as follows: next phase; next coordinated phase; user specified phase.	Х			The proposed adaptive traffic controller software (Omni eX) complies with permitting unused time to the next phase, next coordinated phase, or user specified phase by way of user-specified coordination parameters.
2.1.2.0-12	The ASCT shall not alter the order of phases at a user-specified intersection.	Х			The user is in control of when and how phase sequence can be modified.
2.1.3.0-1	The ASCT shall detect the presence of queues at pre-configured locations.	Х			Queues are monitored via the occupancy of select detectors.
2.1.3.0-2	When queues are detected at user-specified locations, the ASCT shall execute user-specified timing plan/operational mode.	X			When the occupancy of select detectors exceed user-specified thresholds, Transparity TMS can execute user-specified operational modes. If queues on side-streets are present, the solution can implement non-actuated coordination while operating in adaptive in order to permit the intersection to leave the sync phases early and service other approaches more quickly.
2.1.3.0-3	When queues are detected at user- specified locations, the ASCT shall execute user-specified adaptive operation strategy.	X			When the occupancy of select detectors exceed user-specified thresholds, Transparity TMS can execute user-specified adaptive operations.
2.2.0-2 (ISSUED IN ADDENDUM 3)	(Sequence-based only) The ASCT shall select cycle length based on a time of day schedule.	Х			Transparity enables the use of time-of- day schedule to set the cycle length





Ref. Doc	Adaptive Signal Control Technology	Fully	Partially	Do Not	Explain "Partial Compliance" or
Requirement Numbers	(ASCT) System Requirement	Comply	Comply	Comply	provide additional information on each requirement / specification
					and/or minimum and maximum cycle lengths.
2.2.0-3 (ISSUED IN ADDENDUM 3)	(Sequence-based only) The ASCT should calculate phase lengths for all phases at each signal controller to suit the current coordination strategy.	Х			Transparity Adaptive signal control continuously calculates phase lengths according to the demand of each approach and cycle length of the route / corridor.
2.2.0-4	(Sequence-based only) The ASCT should calculate offsets to suit the current coordination strategy for the user-specified reference point for each signal controller along a coordinated route within a group.	Х			The volume of each arterial direction is measured against progression weighting factors which establish preferential, semi-preferential, or balanced two-way progression. Thereafter, the weighting factors are utilized to provide optimal bandwidth and synchronization between each intersection along the coordinated route.
2.2.0-4.0-1	(Sequence-based only) The ASCT shall apply offsets for the user-specified reference point of each signal controller along a coordinated route.	Х			The user can define the critical intersection and thereafter the reference point floats based on cycle length changes in order to avoid transitions typically experienced with fixed TOD reference points.
2.2.0-5	(Sequence-based only) The ASCT shall calculate a cycle length for each cycle based on its optimization objectives (as required elsewhere, e.g., progression, queue management, equitable distribution of green).	Х			Transparity enables the use of a time- of-day schedule to set the cycle length and/or minimum and maximum cycle lengths.
2.2.0-5.0-2	(Sequence-based only) The ASCT shall limit cycle lengths and splits to user-specified ranges.	X			The minimum and maximum cycle lengths of each coordination strategy establish the user-specified range.
2.2.0-5.0-3 (ISSUED IN ADDENDUM 3)	(Sequence-based only) The ASCT shall calculate optimum cycle length according to the user-specified coordination strategy.	X			Transparity Adaptive signal control calculates the optimum cycle length based on the bounds set by the coordination strategy and base pattern parameters.
2.4.0-2 (ISSUED IN ADDENDUM 3)	The ASCT shall calculate a cycle length of a single intersection, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	X			Given that a single intersection does not require synchronization with other intersections, the intersection would run in FREE operation and utilize the dynamic phase maximum feature to adjust the effective cycle length-based traffic conditions.
2.4.0-3	The ASCT shall calculate optimum phase lengths, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	X			Given that a single intersection does not require synchronization with other intersections, the intersection would run in FREE operation and utilize the dynamic phase maximum feature to adjust the phase lengths (and effective cycle length) based traffic conditions.
2.4.0-3.0-2	When queues are detected at user- specified locations, the ASCT shall execute user-specified timing plan/operational mode.	Х			Logic can be utilized to monitor the occupancy of detectors in order to trigger user-specified operational modes.
2.4.0-4	The ASCT shall calculate phase order, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)	X			Logic can be utilized to monitor the state of traffic conditions in order to trigger user-specified operational modes.
2.6.0-1	The ASCT shall limit the change in consecutive cycle lengths to be less than a user-specified value.	Х			While configuring the adaptive operation, users can set the frequency of cycle length changes.
2.6.0-1.0-1	This feature shall be user configurable	Х			,
2.6.0-3	The ASCT shall limit the changes in the direction of primary coordination to a user-specified frequency.	Х			The limit to changes in progression weighting factors / primary coordination is managed by the user-





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Numbers	(ASCT) System Requirement	Comply	Comply	Comply	requirement / specification
					specified parameter that limits
					changes to the cycle length.
2.6.0-3.0-1	This feature shall be user configurable When a large change in traffic demand is	X			
2.6.0-4	detected, the ASCT should respond more quickly than normal operation, subject to user-specified limits.	^			In addition to making incremental changes to splits and cycle length, the system can "jump" to user specified signal timing patterns / plans designed to address high volume events. When user-defined VOS thresholds are exceeded, Transparity Adaptive signal control will select a base pattern with signal timing parameters that may exceed the cycle-by-cycle change limits in order to respond to traffic
					conditions more quickly.
2.6.0-5	The ASCT should select cycle length from a list of user-defined cycle lengths. On some corridors only certain cycle lengths provide optimal operations. Instead of the adaptive algorithm gradually adjusting to a new cycle length, the system needs to allow the user to program certain cycle lengths that the system will jump to as needed.	X			Each base pattern establishes the cycle lengths and adaptive minimum and maximum cycle lengths. The user may elect to implement fixed-cycle lengths for periods of saturation before using dynamic cycle lengths to address shoulders of peak traffic demand.
4.0	Crossing Arterials and Boundaries				
4.0-1.0-2	The ASCT shall operate a fixed cycle length to match the cycle length of an adjacent system.	X			Fixed cycle lengths of adjacent systems can be matched.
4.0-1.0-4	The ASCT should support adaptive coordination on crossing routes.	X			When using equal cycle lengths via scheduled operations and/or prevailing traffic conditions, adaptive will support coordination on crossing routes.
5.0	Access and Security				10000
5.0-1	The ASCT shall be implemented with a security policy that addresses the following selected elements:	Х			
5.0-1.0-1	· Local access to the ASCT.	Х			The solution utilizes unified authorization and user access cross both desktop clients and browser-based interfaces.
5.0-1.0-2	· Remote access to the ASCT.	Х			The solution utilizes unified authorization and user access cross both desktop clients and browser-based interfaces and does not limit the number of concurrent users from different locations.
5.0-1.0-3	· System monitoring.	X			The proposed solution monitors:
5.0-1.0-4	· System manual override.	Х			Manual override of the current operating mode is permitted by authorized users. This invokes a trivial alarm to make others aware of the manual override pattern.
5.0-1.0-5	· Development	Х			1
5.0-1.0-6	· Operations	Х			System administrators are able to manage permissions via Access Levels and assign appropriate users to each custom and/or default access





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Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
					level. Upon configuration of an Access Level, the system administrator may elect to assign a collection of intersections that represent the jurisdiction of the Access Level members. The proposed solution provides simultaneous "access",
					however prevents catastrophic conflicts related to device operation.
5.0-1.0-7	· User login	Х			The proposed solution offers secure authorization via the application user credentials or use of the agency's active directory (LDAP).
5.0-1.0-8	· User password	Х			The proposed solution offers secure authorization via the application user credentials or use of the agency's active directory (LDAP).
5.0-1.0-9	· Administration of the system	X			The proposed solution is configured with default Access Levels, set of permissions that can then be assigned to any user. The access level assigned to the new user defines the system functionality and system administration the user can execute.
5.0-1.0-14	· System parameters	X			
5.0-1.0-15	· Report generation	X			
5.0-1.0-16	Configuration	X			
5.0-1.0-17	· Security alerts	X			The proposed solution issues an alert and notification which includes a list of discrepancies when a signal timing database mismatch is discovered, if there is any error in the operations of the signal controllers and/or other intersection devices, and communications failures.
5.0-1.0-19	· Security reporting	X			
5.0-2	The ASCT shall provide monitoring and control access at the following locations:	Х			
5.0-2.0-1	· Agency TMC	X			
5.0-2.0-2	Maintenance facility	X			
5.0-2.0-3	· Agency LAN	X			
5.0-2.0-5	· Local controller cabinets	X			
5.0-2.0-6	Maintenance vehicles	Х			
5.0-2.0-7	· Remote locations via internet or VPN	Χ			
5.0-3	The ASCT shall comply with the City's security policy.	X			
6.0	Data Logging				
6.0-2	The ASCT shall export its systems log in the following formats: (edit as appropriate)				The proposed solution offers report data exports in the following formats: PDF Excel CSV
	· MS Excel	X			
	· Text	X		1	
	· CSV	X		1	
	· Open source SQL database	X			
6.0-3	The ASCT shall store the event log for a minimum of 14 days	X			Event data is archived to the historical database with a user definable retention period.
6.0-4	The ASCT shall store results of all signal timing parameter calculations for a minimum of 365 days.	Х			,
6.0-5	The ASCT shall store the following measured data in the form used as	X			





Ref. Doc Requirement	Adaptive Signal Control Technology	Fully	Partially	Do Not	Explain "Partial Compliance" o provide additional information on each
Numbers	(ASCT) System Requirement	Comply	Comply	Comply	requirement / specification
	input to the adaptive algorithm for a minimum of 365 days:				
	· volume				
		X	-		
	· occupancy	X			
	· phase utilization (max, skip, terminate early)	Х			
6.0-7	The ASCT shall provide data storage for a	X			
	system size of 300 signal				
	controllers. The data to be stored shall				
	include the following: (edit as appropriate)				
	Controller state data	Χ			
	· Log data	Χ			
	· ASCT parameters	Х			
	· Detector status data	Χ			
6.0-12	The ASCT shall store the following data in	X			
	15-minute increments:				
	· volume	Χ			
	· occupancy	Χ			
7.0	Advanced Controller Operation				
7.0-1	When specified by the user, the ASCT shall	Χ			
	serve a vehicle phase more than once for each time the coordinated				
	phase is served.				
7.0-2	The ASCT shall provide a minimum of four	X			
7.0-2	phase overlaps.	^			
7.0-6	The ASCT shall provide a minimum of 10	X			
7.00	different user-defined phase	,,			
	sequences for each signal.				
7.0-6.0-1	Each permissible phase sequence shall be	X			
	user-assignable to any signal				
70000	timing plan. Each permissible phase sequence shall be	X			
7.0-6.0-2	executable by a time of day	Х			As the activation of group operations
	schedule.				can be managed by the central scheduler, the composition of
	Soriodalo.				coordinated intersections can b
					managed by time-of-day schedule.
7.0-6.0-3	Each permissible phase sequence shall be	X			Transparity Adaptive signal control ca
7.0 0.0 0	executable based on measured	7.			change the effective grou
	traffic conditions				membership based on prevailin
					conditions. This operation enables th
					user to set VOS thresholds in order t
					trigger the activation of alternate
					coordinated group composition in the
					field.
7.0-9	The ASCT shall allow any phase to be	X			Omni eX enables the intersection to
	designated as coordinated phases.				utilize either the End of Green of
					Beginning of Green as the reference
					point for coordinated operations. The
					coordination mode is selected in the
7.0.10	The ASCT shall have the option for a	· · · · · · · · · · · · · · · · · · ·			coordination global options menu.
7.0-10	coordinated phase to be released	X			Users can manually alter the grou
	early based on a user-definable point in the			l	configuration and operation of traffi signal controllers within the group.
	phase or cycle. (User select phase or			l	signal controllers within the group.
	cycle.)				
7.0-11	The ASCT should allow flashing yellow	Χ			Transparity TMS supports the real
	arrow left and right turn arrow				time display and management of
	operation				signal operations that enable FYA vi
					schedule, special function, and/o
					manual command of a pattern.
8.0	Pedestrians				
8.0-1	When a pedestrian phase is called, the ASCT shall execute pedestrian	Χ			
	phases up to 5 seconds before the vehicle				
	green of the related vehicle phase.				
8.0-2	When a pedestrian phase is called, the	X	†		Omni <i>eX</i> allows actuated Peds t
			1		





Ref. Doc			1		Explain "Partial Compliance" or
Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	provide additional information on each requirement / specification
	pedestrian crossing times during adaptive operations.				cycle length at the point in the cycle where the Vehicle portion would normally Force Off. After the Ped completes, Omni eX uses short route offset seeking in the background to minimize transitions and achieve the programmed offset.
8.0-4	The ASCT shall execute user-specified exclusive pedestrian phases during adaptive operation.	X			
8.0-5	The ASCT shall execute pedestrian recall on user-defined phases in accordance with a time-of-day schedule.	Х			
8.0-6	When the pedestrian phases are on recall, the ASCT shall accommodate pedestrian timing during adaptive operation.	Х			
11.0	Railroad and Emergency Vehicle Preempt	ion	•		
11.0-1	The ASCT should maintain adaptive operation at non-preempted intersections during railroad preemption.	Х			
11.0-2	The ASCT should maintain adaptive operation at non-preempted intersections during emergency vehicle preemption.	Х			
11.0-4	The ASCT shall resume adaptive control of signal controllers when preemptions are released.	Х			
11.0-8	The ASCT should allow the local signal controller to operate in normally detected limited-service actuated mode during preemption.	Х			
12.0	Transit Priority				
12.0-1	The ASCT shall continue adaptive operations of a group when one of its signal controllers has a transit priority call.	Х			
12.0-2	The ASCT shall advance the start of a user-specified green phase in response to a transit priority call.	X			While in coordination, the software will utilize the ETA of the transit vehicle in order to identify the need for an early green and/or extend the green time of the service phase. Omni eX uniquely calculates an arrival window that allows adjusting phase times during an ETA period to maximize the overlap of the service green and the arrival window.
12.0-2.0-1	The advance of start of green phase shall be user-defined.	Х			
12.0-3	The ASCT shall delay the end of a green phase, in response to a priority call.	X			
12.0-3.0-1	The delay of end of green phase shall be user-defined.	Х			
12.0-8	The ASCT shall accept a transit priority call from:	Х			
	· a signal controller/transit vehicle detector;	X			
10.1.1	· an external system.	X			
12.1-1	The ASCT shall operate transit signal priority during adaptive operations	Х			
13.0	Failure Events and Fallback		_		1
13.1.0-1	The ASCT shall take user-specified action in the absence of valid detector data from user-specified vehicle detectors within a group.	X			
13.1.0-1.0-1	within a group. This feature shall be user configurable	X	-		
13.1.0-1.0-1	The ASCT shall allow the user to remove a detector from the system.	X			
13.1.0-1.0-3.0-	This feature shall be user configurable	Х			





Ref. Doc					Evaluin "Bortiel Compliance" or
Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
13.1.0-3	In the event of a detector failure, the ASCT should issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system).	Х			The proposed solution issues an alert and notification which includes a list of discrepancies when a signal timing database mismatch is discovered. Visual alerts and notifications are a core component of the monitoring of device status.
13.1.0-3.0-1	The detection failure alarm should be user configurable to turn on or off.	Х			
13.1.0-4	In the event of a failure, the ASCT should log details of the failure in a permanent log.	Х			Failure alarms related to detection devices are stored for historical analysis.
13.1.0-5	The permanent failure log should be searchable, achievable and exportable.	Х			All recorded events are searchable, filterable, and sortable via reports provided by the proposed solution.
13.2-1	The ASCT shall execute user-specified actions when communications to one or more signal controllers fails within a group.	Х			
13.2-1.0-1	In the event of loss of communication to a user-specified signal controller, the ASCT shall release control of all signal controllers within a user- specified group to local control.	Х			
13.2-1.0-2	The ASCT shall switch to the alternate operation in real time without operator intervention.	Х			
13.2-2	In the event of communications failure, the ASCT should issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system).	X			Device offline events are monitored, displayed, reported and considered in advanced operations such as adaptive signal control.
13.2-3	The ASCT should issue an alarm within a user configurable amount of time of detection of a failure.	Х			
13.2-4	In the event of a communications failure, the ASCT should log details of the failure in a permanent log.	Х			All relevant data specified in the requirement criteria is logged in the system log depending on the event / action type.
13.3-1	The ASCT shall execute user-specified actions when adaptive control fails:	Х			The proposed controller software is designed to maintain operations during temporary and/or extended failures with external equipment / systems.
13.3-1.0-1	The ASCT shall release control to central system control.	X			
13.3-1.0-2	The ASCT shall release control to local operations to operate under its own time-of-day schedule.	Х			
13.3-4	If an adaptive processor is used and experiences failure, the ASCT shall provide all local detector inputs to the local controller.	Х			
13.4-1	In the situation of a central server controlling adaptive operations, the controller shall fallback to free or TOD operations (user specified) in the case of communication failure between the controller and the central server	X			
13.4-2	If the controller loses communications (either with the central server or peer to peer), it shall continue to cycle	Х			Transparity Adaptive signal control monitors communication activity and suspends adaptive operations during temporary disruptions and terminates adaptive operations when





Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
					communication with the central system exceeds the communication backup timer. This permits controllers within the adaptive group to remain coordinated by returning to time-based operations until communications are restored.
13.4-3	If the controller loses detection, it shall continue to cycle	X			When user-specified number of detectors within an adaptive group fail, Transparity TMS performs one of three user-specified actions: Terminate adaptive operations Suspend adaptive Use historical data The use of historical and temporary suspension of operations permits the system to wait for the detector to recover before terminating adaptive operations. If the detector does not recover with the detector fail timeout, adaptive operations will terminate and the traffic controllers within the group return to non-adaptive operations.
13.4-6	When communications or detection fails, the ASCT should allow the user to specify whether the whole system operates in non-adaptive mode, or if just specific intersections switch to non-adaptive operations while the remaining intersections stay in adaptive mode.	X			At any time, users may elect to manually terminate adaptive operations for a select group of traffic controllers or all adaptive operations.
14.0					
14.0-1	Constraints The vendor's adaptive software shall be	X	1		
14.0-1	fully operational within the following platform:	^			
	· Windows-PC,	Х			The multiple services that comprise the solution are easily managed via Windows Services and cease their function when disabled / shutdown.
14.0-2	Linux, The ASCT shall fully satisfy all requirements when connected with inductive loop detectors as well as video detection detectors from Traficon, Iteris, and Peek	X			
14.0-3	The ASCT shall fully satisfy all requirements when connected with ATC controllers capable of collecting high-resolution data.	Х			The proposed solution includes a special service developed to manage, distribute, parse, and store high resolution data from controller equipped to record this information; designed for the collection, distribution, parsing, and storage of high-resolution event data.
14.0-3.0-1	Adaptive software must be native to the controller and shall not operate in a "black box".	Х			
14.0-4	The ASCT shall fully satisfy all requirements when connected with an ethernet over copper or fiber communication system.	Х			
14.0-5	The ASCT shall fully satisfy all requirements when operating within a 332 and 333 type cabinet	Х			
15.0	Training				
15.0-1	The vendor shall provide the following training.	Х			





Ref. Doc Requirement Numbers	Adaptive Signal Control Technology (ASCT) System Requirement	Fully Comply	Partially Comply	Do Not Comply	Explain "Partial Compliance" or provide additional information on each requirement / specification
15.0-1.0-1	The vendor shall provide training on the operations of the adaptive system.	X			
15.0-1.0-2	The vendor shall provide training on troubleshooting the system.	X			
15.0-1.0-3	The vendor shall provide training on preventive maintenance and repair of equipment.	X			
15.0-1.0-4	The vendor shall provide training on system configuration.	X			
15.0-1.0-5	The vendor shall provide training on administration of the system.	X			
15.0-1.0-6	The vendor shall provide training on system calibration.	X			
15.0-1.0-7	The vendor's training delivery shall include: printed course materials and references, electronic copies of presentations and references. It shall include user manuals for set-up, configuration, and maintenance.	X			
15.0-1.0-8	The vendor's training shall be delivered at Bakersfield City Public Works.	X			
15.0-1.0-9	The vendor shall provide a minimum of 16 hours training to a minimum of 5 staff.	X			
15.0-1.0-10	The vendor shall provide a minimum of 2 training sessions.	X			
15.0-1.0-11	The vendor shall provide training on hardware and software set-up.	X			
15.0-1.0-12	The vendor shall provide training on local controller hardware and firmware programming.	Х			
15.1-1	The vendor should provide adequate training for the users to maintain and operate the ASCT.	Х			

7 COST PROPOSAL

INSSUED IN ADDENDUM 1

PROPOSAL FOR

ADVANCED TRAFFIC MANAGEMENT SYSTEM
Signal Coordination Part 1 (T1K304)/CML 5109 (268)
Traffic Signal Communications on Arterials (T1K305)/CML 5109 (269)

To the City Clerk of the City of Bakersfield:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Bakersfield, in the prescribed form of contract hereto annexed, to provide all necessary machinery, tools, apparetus and other means of construction and to do all the work and furnish all the materials in accordance with the plans and specifications for the above, filed in the office of the Finance Director of the City of Bakersfield and as specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the unit prices or lump sums set forth in the following schedule.

If this proposal is accepted and the undersigned fails to execute the aforesaid contract and to provide surety bonds and evidence of insurance acceptable to the City by the date specified in the schedule shown in Section 4 of the Special Provisions for this project, the City may, at its option, determine that the bidder has abandoned the bid proposal and the bidder's proposal guaranty shall be forfeited and shall become the property of the City. City shall then be free to accept the bid of another bidder.

A. SIGNAL COORDINATION PART 1 (T1K304) / CML 5109 (268)

Item No.	Estimated Quantity	Unit of Measure	item	Unit Price (in figures)	Extension Price (in figures)
1.	1	LS	Project Management	\$58,000.00	\$58,000.00
2.	1	LS	ASCT Detection at Intersections	\$208,610.00	\$208,610.00
3.	8 18	EA	ASCT Communication (Actells Copper Ethernet) at Intersections	\$2,350.00	\$42,300.00
4.	1	LS	ATMS: Central System and ASCT	\$600,000.00	\$600,000.00
5.	94	EA	Local Controller and Software (Installed)	\$5,590.00	\$525,460.00
6.	1	LS	ATMS Configuration	\$137,570.00	\$137,570.00
7.	1	LS	System Testing, Verification, and Acceptance	\$51,140.00	\$51,140.00
8.	1	EA	Training	\$5,460.00	\$5,460.00
9.	1	LS	System Documentation	\$42,640.00	\$42,640.00
10.	1	LS	System Licenses, Warranty, Technical Support, and Maintenance Agreement	\$78,820.00	\$78,820.00

PROJECT SUB TOTAL (A) \$ \$1,75

\$1,750,000.00

Signed /

Bidder DAVID P. HEERMANCE, PRESIDENT

CROSSTOWN ELECTRICAL & DATA, INC.

Company

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ISSUED IN ADDENDUM 4

B. TRAFFIC SIGNAL COMMUNICATIONS ON ARTERIALS (T1K305) / CML 5109 (269)

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
1.	1	LS	Project Management	\$18,320.00	\$18,320.00
2.	1	LS	ASCT Detection at Intersections	\$38,560.00	\$38,560.00
3.	17 18	EA	ASCT Communication (Actelis Copper Ethernet) at Intersections	\$2,350.00	\$42,300.00
4.	1	LS	ATMS Central System and ASCT	\$171,000.00	\$171,000.00
5.	30	EA	Local Controller and Software (Installed)	\$5,590.00	\$167,700.00
6.	1	LS	ASCT Configuration	\$44,440.00	\$44,440.00
7.	1	LS	System Testing, Verification, and Acceptance	\$21,380.00	\$21,380.00
8.	1	LS	Training	\$2,720.00	\$2,720.00
9.	1	LS	System Documentation	\$14,780.00	\$14,780.00
10.	1	LS	System Licenses, Warranty, Technical Support, and Maintenance Agreement	\$28,800.00	\$28,800.00

PROJECT SUB TOTAL (B) \$ \$550,000.00

PROJECT TOTAL (A+B) \$ \$2,300,000.00

Bidder acknowledges receipt of the following addenda: _	1, 2, 3, & 4
Clearly list any and all addenda numbers received on this	project, above and on the lower left-

Clearly list any and all addenda numbers received on this project, above and on the lower left-hand corner of the sealed bid return envelope.

The representations made herein are made under the penalty of perjury.

Signed /	1000cf 11 1	leamance	- N/A				
Bidder DA	VID P. HEERMAN	CE, PRESIDENT	Mailing	Address if different than	Street Address		
CROSSTOWN E	LECTRICAL & D	DATA, INC.	N/A	N/A	N/A		
Company			City	State	Zip Code		
5454 DIAZ STRE	ET.		(626) 813-6693	3			
Street Addre	ess		Telep	hone Number, including /	Area Code		
IRWINDALE	CA	91706	756309	EXP: 11/30/2024			
City	State	Zip Code	License Number and Expiration Date				
22-3611877			21 00052061	EXP: 06/30/2023			
Federal Emp	oloyer ID Number		City's Business	s License Number and Ex	piration Date		

The Extension Price has been calculated by multiplying the Estimated Quantity by the Unit Price. In the case of lump sum items, the Estimated Quantity shall be unity. The Bid Total is the sum of all Extension Prices. Bidder agrees that in case of any discrepancy between the Unit Price(s) and the respective Extension Price(s) and/or the Bid Total, the Unit Price(s) shall prevail, and the bid submitted shall be the correctly computed sum of all correctly computed Extension Prices, provided, however, if the amount set forth as a Unit Price is unintelligible or omitted, then the amount set forth in the Extension Price column for the item shall be used to determine the correct Unit Price in accordance with the following:

a. As to lump sum items, the amount set forth in the Extension Price column shall be the Unit Price.

b. As to unit basis items, the amount set forth in the Extension Price column shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.





APPENDIX A: SIGNAL COORDINATION INFRASTRUCTURE INVENTORY

Signal Coordination Part 1, Infrastructure Inventory

1 Truxtun Segment: Coffee Rd. to S st.

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
	COFFEE RD	COFFEE RD & TRUXTUN AVE	* part of Gosford Rd segment			
1	TRUXTUN PLAZA WEST	TRUXTUN PLZ W & TRUXTUN AVE	Video/Iteris Vantage Edge 2	332	Fiber	
2	MOHAWK ST	MOHAWK ST & TRUXTUN AVE	Loops	332	Fiber	х
3	COMMERCIAL WAY	COMMERCIAL WAY & TRUXTUN AVE	Loops	332	Fiber	
4	EMPIRE DR	EMPIRE DR & TRUXTUN AVE	Loops	332	Fiber	
5	OAK ST	OAK ST & TRUXTUN AVE	Video/Autoscope 2020	332	Fiber	Х
6	A ST	A ST & TRUXTUN AVE	Loops	332	Copper (Serial)	
7	FST	F ST & TRUXTUN AVE	Video/Autoscope 2020	332	Copper (Serial)	Х
8	H ST	H ST & TRUXTUN AVE	Loops	332	Copper (Serial)	Х
9	EYE ST	EYE ST & TRUXTUN AVE	NB/SB: Loops; EB/WB Recall	332	Copper (Serial)	Х
10	CHESTER AVE	CHESTER AVE & TRUXTUN AVE	Loops	332	Fiber	Х
11	LST	L ST & TRUXTUN AVE	Loops	332	Copper (Serial)	Х
12	N ST	N ST & TRUXTUN AVE	Loops	332	Copper (Serial)	Х
13	QST	Q ST & TRUXTUN AVE	Loops	332	Copper (Serial)	Х
14	S ST	S ST & TRUXTUN AVE	Video/Autoscope 2004	332	Copper (Serial)	X
		-1	1	Segment Count	14	10

H St. & S. H St. Segments: Truxtun Ave. to White Ln.

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
	TRUXTUN AVE	H ST & TRUXTUN AVE	* part of Truxtun Ave segment			
15	CALIFORNIA AVE	H ST & CALIFORNIA AVE	Video/Autoscope 2004	332	Fiber	х
16	PALM ST/4TH ST	H ST & PALM ST/4TH ST	Loops	332	Fiber	
17	BRUNDAGE LN	H ST & BRUNDAGE LN	Loops	332	Fiber	Х
18	BELLE TERRACE	S H ST & BELLE TERRACE	Loops	332	Fiber	
19	MING AVE	S H ST & MING AVE	Loops	332	Fiber	Х
20	WILSON RD	S H ST & WILSON RD	Loops	332	Fiber	
21	PLANZ RD	S H ST & PLANZ RD	Loops	332	Fiber	
22	WHITE LN	S H ST & WHITE LN	Loops	332	Fiber	Х
				Segment Count	8	4

3 Oak St Segment: 24th St. to Palm St.

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
23	24TH ST	OAK ST & 24TH ST	Loops	332	Fiber	
24	21ST ST	OAK ST & 21ST ST	Loops	332	Fiber	
25	19TH ST	OAK ST & 19TH ST	Loops	332	Fiber	
26	18TH ST	OAK ST & 18TH ST	Loops	332	Fiber	
	TRUXTUN	OAK ST & TRUXTUN	* part of Truxtun Ave segment			
27	CALIFORNIA AVE	OAK ST & CALIFORNIA AVE	Loops	332	Fiber	
28	CHESTER LN	OAK ST & CHESTER LN	Loops	332	Fiber	
29	PALM ST	OAK ST & PALM ST	Loops	332	Fiber	
				Segment Count	7	o

Ming Segment: Scarlet Oaks Dr. to Vallev Plaza

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
30	SCARLET OAK BLVD	MING AVE & SCARLET OAK BLVD	Video/Autoscope 2004	332	Fiber	
31	THE MARKETPLACE	MING AVE & THE MARKETPLACE	Video/Autoscope 2020	332	Fiber	
32	HAGGIN OAKS BLVD	MING AVE & HAGGIN OAKS BLVD	Video/Autoscope Terra	332	Fiber	
	GOSFORD RD	MING AVE & GOSFORD RD	* part of Gosford Rd segment			
33	EL PORTAL DR	MING AVE & EL PORTAL DR	Loops	332	Fiber	
34	MANNING ST	MING AVE & MANNING ST	Loops	332	Fiber	
35	ASHE RD	MING AVE & ASHE RD	Video/Autoscope 2020	332	Fiber	
36	WESTHOLME BLVD	MING AVE & WESTHOLME BLVD	Loops	332	Fiber	



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37	NEW STINE RD	MING AVE & NEW STINE RD	Video/Autoscope 2020	332	Fiber	x
38	VALHALLA DR	MING AVE & VALHALLA DR	Loops	332	Fiber	
39	STINE RD	MING AVE & STINE RD	Loops	332	Fiber	
40	S REAL RD	MING AVE & S REAL RD	Loops	332	Fiber	Х
41	99 S ON FR MING RAMP	MING AVE & 99 S ON FR MING RAMP	Loops	332	Fiber	х
42	WIBLE RD	MING AVE & WIBLE RD	Video/Iteris Edge 2 (EB), Loops (NB/SB/WB)	332	Fiber	х
43	VALLEY PLAZA	MING AVE & VALLEY PLAZA	Loops	332	Fiber	Х
		•		Segment Count	14	5

Hageman Road Segment: Old Farm Road to Fruitvale Ave.

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
44	OLD FARM RD	HAGEMAN RD & OLD FARM RD	Loops	332	Fiber	
45	JEWETTA AVE	HAGEMAN RD & JEWETTA AVE	Loops	332	Fiber	
46	VERDUGO LN	HAGEMAN RD & VERDUGO LN	Video/Autoscope 2020	332	Fiber	
47	CALLOWAY DR	HAGEMAN RD & CALLOWAY DR	Video/Autoscope Terra	332	Fiber	Х
48	DRAKES PASSAGE WAY	HAGEMAN RD & DRAKES PASSAGE WAY	Loops	332	Fiber	
49	CLAY PATRICK FARR WAY	HAGEMAN RD & CLAY PATRICK FARR WAY	Video/Autoscope Rack Vision	332	Fiber	
50	FRIANT KERN CANAL	HAGEMAN RD & FRIANT KERN CANAL	Loops/Key Station	332	Fiber	
51	CENTENNIAL HS ENTRANCE	HAGEMAN RD & CENTENNIAL HS	Loops	332	Fiber	
52	RIVERLAKES DR	HAGEMAN RD & RIVERLAKES DR	Video/Autoscope Terra	332	Fiber	
	COFFEE RD	HAGEMAN RD & COFFEE RD	* part of Coffee/Gosford segment			
53	PATTON WAY	HAGEMAN RD & PATTON WAY	Video/Autoscope Edge 2	332	Fiber	
54	FRUITVALE AVE	HAGEMAN RD & FRUITVALE AVE	Video/Autoscope Terra	332	Fiber	
		•		Segment Count	11	1

6 Coffee & Gosford Segments: Jayme Ave. to White Ln.

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
55	JAYME AVE	COFFEE RD & JAYME AVE	Loops	332	Copper (Ethernet)	
56	OLIVE DR	COFFEE RD & OLIVE DR	Video/Autoscope 2020	332	Copper (Ethernet)	
57	HAGEMAN RD	COFFEE RD & HAGEMAN RD	Video/Autoscope Terra	332	Fiber	Х
58	SHOPPING CENTER ENTRANCE	COFFEE RD & ENTRANCE	Video/Iteris Edge 2	332	Fiber	
59	RIVERLAKES DR	COFFEE RD & RIVERLAKES DR	Video/Iteris Edge 2	332	Fiber	
60	DOWNING AVE	COFFEE RD & DOWNING AVE	Video/Iteris Edge 2	332	Fiber	
61	GRANITE FALLS DR	COFFEE RD & GRANITE FALLS DR	Loops	332	Fiber	
62	ROSEDALE HWY	COFFEE RD & ROSEDALE HWY	Loops	332	Fiber	Х
63	JET WAY	COFFEE RD & JET WAY	Loops	332	Fiber	
64	SUNLAND AVE	COFFEE RD & SUNLAND AVE	Loops	332	Fiber	
65	BRIMHALL RD	COFFEE RD & BRIMHALL RD	Video/Autoscope Terra	332	Fiber	х
66	WESTSIDE PKWY E OFF TO COFFEE RD	COFFEE RD & WESTSIDE PKWY E OFF TO COFFEE RD	Transitioning from State to City (December 2022)			х
67	TRUXTUN AVE	COFFEE RD & TRUXTUN AVE	Video/Autoscope Terra	332	Fiber	Х
68	TOWN & COUNTRY	COFFEE RD & TOWN&COUNTRY	Loops	332	Fiber	Х
69	STOCKDALE HWY	COFFEE RD & STOCKDALE HWY	Video/Autoscope 2004	332	Fiber	Х
70	KROLL WAY	GOSFORD RD & KROLL WAY	Video/Autoscope Terra	332	Fiber	
71	CAMINO MEDIA	GOSFORD RD & CAMINO MEDIA	Video/Autoscope Terra	332	Fiber	
72	MING AVE	GOSFORD RD & MING AVE	Video/Autoscope 2004	332	Fiber	Х
73	N LAURELGLEN BLVD	GOSFORD RD & N LAURELGLEN BLVD	Video/Autoscope Terra	332	Fiber	
74	WESTWOLD DR	GOSFORD RD & WESTWOLD DR	Loops	332	Fiber	
75	S LAURELGLEN BLVD	GOSFORD RD & S LAURELGLEN BLVD	Loops	332	Fiber	
76	WHITE LN	GOSFORD RD & WHITE LN	Video/Autoscope Terra	332	Copper (Ethernet)	Х
		•		Segment Count	22	9

7 Chester Segment: Truxtun Ave. to Columbus St.

	Cross Street	Intersection Street	Existing Detection	Cabinet	Communication System	Turning Movement Counts
77	W COLUMBUS ST	CHESTER AVE & W COLUMBUS ST	Loops	332	Fiber	
78	34TH ST	CHESTER AVE & 34TH ST	Loops	332	Fiber	
79	27TH ST	CHESTER AVE & 27TH ST	Loops	332	Fiber	
	24TH ST	CHESTER AVE & 24TH ST	* part of 24th St segment			
	23RD ST	CHESTER AVE & 23RD ST	* part of 23rd St segment			



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				Segment	8	5
	TRUXTUN AVE	CHESTER AVE & TRUXTUN AVE	* part of Truxtun Ave Segment			
84	17TH ST	CHESTER AVE & 17TH ST	Loops	332	Fiber	Х
83	18TH ST	CHESTER AVE & 18TH ST	N/A - Fixed Time	332	Fiber	Х
82	19TH ST	CHESTER AVE & 19TH ST	N/A - Fixed Time	332	Fiber	Х
81	20TH ST	CHESTER AVE & 20TH ST	N/A - Fixed Time	332	Fiber	Х
80	21ST ST	CHESTER AVE & 21ST ST	N/A - Fixed Time	332	Fiber	х

8 23rd Street Intersections

圧	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
85	F ST	23RD ST & F ST	Loops	332	Fiber	Х
86	H ST	23RD ST & H ST	NB/SB: Loops; EB/WB Recall	332	Fiber	Х
87	CHESTER AVE	23RD ST & CHESTER AVE	Loops	332	Fiber	Х
88	L ST	23RD ST & L ST	NB/SB: Loops; EB/WB Recall	332	Fiber	Х
89	M ST	23RD ST & M ST	TBD: maintainence transitioning from State to City (December 2022)			х
				Segment Count	5	5

9 24th Street Segment Intersections

	Cross Street	Intersection Name	Existing Detection	Cabinet	Communication System	Turning Movement Counts
90	F ST	24TH ST & F ST	Loops	332	Fiber	X
91	H ST	24TH ST & H ST	NB/SB: Loops; EB/WB Recall	332	Fiber	Х
92	CHESTER AVE	24TH ST & CHESTER AVE	Loops	332	Fiber	Х
93	L ST	24TH ST & L ST	Loops	332	Fiber	Х
94	M ST	24TH ST & M ST	TBD: currently transitioning from State to City (December 2022)			х
	-			Segment Count	5	5

Total 94 4

Traffic Signal Communications on Arterials, Infrastructure Inventory

California, New Stine, & Stine Segments: Mohawk St. to Panama Ln.

	Cross Street	Intersection Street	Existing Detection	Cabinet	Communication System	Turning Movement Counts
94	MOHAWK ST	CALIFORNIA AVE & MOHAWK ST	Inductive Loops	332	Fiber	х
95	LENNOX AVE	CALIFORNIA AVE & LENNOX AVE	Inductive Loops	332	Fiber	
96	BUSINESS CENTER DR	CALIFORNIA AVE & BUSINESS CENTER DR	Inductive Loops	332	Fiber	
97	STOCKDALE HWY	CALIFORNIA AVE & STOCKDALE HWY	Video/Autoscope Terra	332	Fiber	х
98	BELLE TERRACE	NEW STINE RD & BELLE TERRACE	Inductive Loops	332	Fiber	
99	SUNDALE AVE	NEW STINE RD & SUNDALE AVE	Inductive Loops	332	Fiber	
	MING AVE	NEW STINE RD & MING AVE	Part of Ming Ave Segment			
100	WILSON RD	NEW STINE RD & WILSON RD	Video/Autoscope 2004	332	Copper (ethernet)	х
101	PLANZ RD	STINE RD & PLANZ RD	Inductive Loops	332	Copper (ethernet)	х
102	BEECHWOOD ST	STINE RD & BEECHWOOD ST	Video/Autoscope 2004	332	Fiber	
103	WHITE LN	STINE RD & WHITE LN	Video/Autoscope 2004	332	Copper (ethernet)	х
104	DISTRICT BLVD	STINE RD & DISTRICT BLVD	Inductive Loops	332	Copper (ethernet)	
105	PACHECO RD	STINE RD & PACHECO RD	Inductive Loops	332	Copper (ethernet)	
106	WOODMERE DR	STINE RD & WOODMERE DR	Inductive Loops	332	Copper (ethernet)	
107	HARRIS RD	STINE RD & HARRIS RD	Video/Autoscope 2004	332	Copper (ethernet)	
108	PANAMA LN	STINE RD & PANAMA LN	Video/Autoscope Terra	332	Copper (ethernet)	х
	ı	'		segment count	15	6





Calloway & Old River Segments: Brimhall Rd. to White Ln.

	Cross Street Intersection Street Existing Detection		Cabinet	Communication	Turning Movement	
	Cross street	intersection street	Existing Detection	Cabinet	System	Counts
109	BRIMHALL RD	CALLOWAY DR & BRIMHALL RD	Video/Autoscope 2020	332	Fiber	х
110	MARBY GRANGE WAY	CALLOWAY DR & MARBY GRANGE WAY	Video/Autoscope 2004	332	Fiber	
111	WESTSIDE PKWY W OFF TO CALLOWAY DR	CALLOWAY DR & WESTSIDE PKWY W OFF TO CALLOWAY DR	State Signal			
112	WESTSIDE PKWY E OFF TO CALLOWY DR	CALLOWAY DR & WESTSIDE PKWY E OFF TO CALLOWY DR	State Signal			
113	GLENEAGLES DR	CALLOWAY DR & GLENEAGLES DR	Inductive Loops	332	Fiber	
114	CROSS VALLEY CANAL	CALLOWAY DR & CROSS VALLEY CANAL	Inductive Loops/Key station	332	Copper (ethernet)	
115	STOCKDALE HWY	CALLOWAY DR (OLD RIVER RD) & STOCKDALE HWY	Inductive Loops	332	Fiber	Х
116	MERCY WAY	OLD RIVER RD & MERCY WAY	Inductive Loops	332	Copper (ethernet)	
117	HOWELL DR	OLD RIVER RD & HOWELL DR	Inductive Loops	332	Copper (ethernet)	
118	HEROES WAY	OLD RIVER RD & HEROES WAY	Inductive Loops	332	Copper (ethernet)	
119	CAMINO MEDIA	OLD RIVER RD & CAMINO MEDIA	Inductive Loops	332	Copper (ethernet)	
120	MING AVE	OLD RIVER RD & MING AVE	Inductive Loops	332	Copper (ethernet)	х
121	WHITE OAK DR	OLD RIVER RD & WHITE OAK DR	Inductive Loops	332	Copper (ethernet)	
122	RIDGE OAK DR	OLD RIVER RD & RIDGE OAK DR	Video/Autoscope 2020	332	Copper (ethernet)	
123	WHITE LN	OLD RIVER RD & WHITE LN	Video/Autoscope 2004	332	Copper (ethernet)	х
				segment count	15	4

Total	30	10
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12 Additional Locations

Cross Street	Intersection Street	Existing Detection	Cabinet	Communication System	Turning Movement Counts
	CALIFORNIA AVE & OAK ST	Video/Autoscope 2020	332	Fiber	Х
	CALIFORNIA AVE & CA 99 NB RAMP		332		Х
	CALIFORNIA AVE & CA 99 SB RAMP		332		Х
	OAK ST & SR 178		332	Fiber	Х
	OAK ST & 21ST ST		332	Fiber	х
	H ST & PANAMA LN		332	Copper	х
	•	•	•		6

Total	60

APPENDIX B: TRAFFIC SIGNAL MAP – CRITICAL LOCATIONS IDENTIFIED

The traffic signal map included in the next page identifies the critical locations where major arterials intersect that will be given special attention to monitor signal operations.

APPENDIX C: SYSTEM LICENSES, WARRANTY AND SAMPLE MAINTENANCE AGREEMENT

The following pages include samples of SWARCO McCain's system license agreement, warranty, and maintenance agreement.



TRANSPARITY SOFTWARE LICENSING AGREEMENT

This CENTRAL	L TRAFFIC MANAGEMENT SYSTEM SOFTWARE LICENSING AGREEMENT (Agreement) is made as	of
	, 20(Effective Date), by and between SWARCO McCain, Inc. (SWARCO McCain) and	
	(Licensee).	

1. Definitions

- a) **Anonymous Data** means any individual data or aggregated data generated and/or captured by the Software and which has been anonymized to the extent necessary so that such data shall not include personal data.
- b) **Authorized Device** means the specific platform and operating system combination authorized to interface with the Software with respect to the Transparity TMS (Traffic Management System) version and shall mean the Client on which the Software is installed with respect to the Transparity IMS (Intersection Management System) version. The Authorized Device must be located as set forth on **Exhibit A**.
- c) **Clients** means a computer or laptop or other device that has the Software installed on (Transparity IMS version) or with which is used by a Representative to access the Software (Transparity TMS version).
- d) **Computer Software** means both source and object code and all data sets and auxiliary files used by such code, along with any media on which they reside, and all manuals, instructions and other documents and materials related thereto that describe or instruct regarding the functionality, components, features or requirements, and derivative works of the foregoing together with the proprietary information and trade secrets contained therein.
- e) Permitted Use means using the Software only for traffic management and central monitoring and control.
- f) **Representatives** means all of Licensee's employees and third parties who need access to the Software to perform their responsibilities to allow Licensee to exercise its rights under this Agreement, provided such access is in accordance with this Agreement.
- g) Software means that Computer Software for traffic management, central monitoring and control, and integrated interface software modules for external systems, developed and owned by SWARCO McCain which is the subject of this Agreement and is identified (i) on Exhibit A attached to this Agreement or (ii) in the Quote/PO. The current versions of the Software include the Transparity TMS, Transparity Adaptive, Transparity Center-to-Center, and Transparity IMS.
- h) **Quote** means the quote delivered by SWARCO McCain and accepted by the Licensee for the purchase of a license of the Software, which quote shall be subject to the terms and conditions of this Agreement and shall further detail the license fees due to SWARCO McCain by Licensee.

2. License.

- a) Subject to the terms and conditions below and Licensee's and its Representatives' compliance with this Agreement, SWARCO McCain grants to the Licensee a limited, non-exclusive, transferable (subject to written authorization only), non- sublicensable, royalty-free license to use the Software (**License**) solely for the Permitted Use during the term of this Agreement.
- b) If Licensee has licensed the Transparity TMS version on an agency-wide basis as identified on **Exhibit A**, or on the Quote, Licensee may install, use, and run one copy of the Software per Authorized Device and an unlimited number of Representatives may then access and use the Software on Clients. If Licensee has licensed the Transparity TMS version on a volume basis as identified on **Exhibit A**, or on the Quote, Licensee may install, use, and run one copy of the Software on the Authorized Device and a limited number of Representatives may then access and use the Software on Clients. If Licensee has licensed the Transparity IMS version as identified on **Exhibit A**, or on the Quote, Licensee may install, use, and run a copy of the Software on the number of Clients identified on **Exhibit A** or the Quote.
- c) This License is conditioned on payment of the license fee. If approved by SWARCO McCain in advance, Licensee may relocate the Software to a backup server if the Authorized Device fails or is withdrawn from service.
- d) Licensee's failure to notify SWARCO McCain within 10 business days of installation of the Software's failure to conform in any material respect constitutes Licensee's acceptance of the Software. If SWARCO McCain cannot cure the non-conformity within 60 calendar days, SWARCO McCain may terminate this Agreement and refund the license fee paid by Licensee to Licensee and that is Licensee's only remedy.

3. Ownership and Restrictions on Disclosure and Use

- a) The Software and all related materials, copies, upgrades and updates, in whole and in part, licensed pursuant to this Agreement and all derivative works thereof are, and will remain, the sole and exclusive property of SWARCO McCain.
- b) Each party to this Agreement may disclose or make available to the other party Confidential Information, which

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must be protected. The party disclosing the information is the **Disclosing Party** and the party receiving is the **Receiving Party**. **Confidential Information** means information in any form or medium (whether oral, written, electronic or other) that consists of or relates to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, information the Disclosing Party has contractual or other confidentiality obligations, whether or not such information is marked or otherwise identified as confidential. For the avoidance of doubt, the Software is the Confidential Information of SWARCO McCain. Confidential Information does not include information which is generally available to the public without any violation of a confidentiality obligation.

- c) The Receiving Party shall not access or use the Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement and shall not disclose or permit access to the Confidential Information other than to its representatives who need to know such Confidential Information so that the Receiving Party may exercise its rights and perform its obligations under this Agreement. All such use, access and disclosure must comply with the terms and conditions of this Agreement.
- d) Licensee shall inform all Representatives of Licensee's obligations regarding the non-disclosure, non-use and no access or copying of the Software. The Software shall be used only by the Representatives as necessary to Licensee's exercise of its rights under this Agreement. The Software shall not be disclosed or used for any purpose other than the normal internal operations of the Licensee. No person or entity is authorized to disclose or use the Software in any manner for any other purpose except as is required by law. Before any such compelled disclosure of Confidential Information, Licensee shall notify SWARCO McCain of such order or required disclosure in sufficient time to allow SWARCO McCain to attempt to obtain a protective order and shall not disclose any more than is required.
- e) Except as provided for herein, Licensee shall not, and shall not permit any other person to copy the Software, in whole or in part; or modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any of the Software. Any suggestions, enhancements requests, recommendations or other feedback relating to the Software provided by Licensee or any of its Representatives to SWARCO McCain is owned by SWARCO McCain.
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- g) Licensee shall not use the Software to develop, use or provide a competing software product or service. Licensee shall not decompile, disassemble, reverse engineer, decode, adapt, or in any way determine the source code or protocols of the Software, duplicate the Software, in whole or in part, or create derivative works therefrom or allow any other person to do any of the foregoing. Licensee shall not use the Software in any manner that infringes or misappropriates or violates any third party's intellectual property rights or violates any applicable law. Licensee shall not use the Software for any purpose other than the Permitted Use.
- h) Licensee, on its behalf and on behalf of its Representatives, hereby unconditionally and irrevocably assigns to SWARCO McCain all right, title and interest in and to any intellectual property rights that Licensee may now or hereafter have in or relating to the Software, including any rights in derivative works or patent improvement, whether held or acquired by operation of law, contract, assignment or otherwise.
- i) Licensee shall not use, export or re-export the Software, in whole or in part, without all required United States and foreign government licenses. Licensee will defend, indemnify, and hold harmless SWARCO McCain from and against any violation of such export laws by Licensee or any of its agents, officers, directors, employees or affiliates.
- j) SWARCO McCain and its affiliated companies are granted the right to analyze and process the data generated and/or captured by the customer in an anonymous form. Licensee hereby unconditionally and irrevocably grants to SWARCO McCain an assignment of all right, title, and interest in and to the processed data, including all intellectual property rights relating thereto. The anonymized data may be, inter alia, processed in cases of support, improvement of support as well as resources used, research and development, (automised) processes for continuous improvement, performance optimization and development of new SWARCO McCain products and services, verification of security and data integrity, internal resource planning as well as benchmarking, or shared with, licensed to or sold to third parties.

4. Protection of the Software and Intellectual Property

a) Licensee acknowledges that the Software is the proprietary information and valuable asset of SWARCO McCain, and that pursuant to this Agreement, Licensee is acquiring only the right to use the Software under the terms and conditions set forth in this Agreement and is not acquiring any rights of ownership in or title to the Software.

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- b) Licensee shall maintain the Software in secure premises and take reasonable security measures to prevent any unauthorized person from accessing the Software. Licensee shall notify SWARCO McCain in writing of any actual or attempted unauthorized access, disclosure, use or copying of the Software as soon as Licensee becomes aware of it.
- c) Licensee shall require its Representatives having access to the Software to comply with Licensee's limitations, duties and obligations regarding access, non-disclosure, non-use and copying of the Software. The Software shall be used only by Licensee Representatives who are necessary to Licensee's exercise of its rights under this Agreement and then only at the location of the Authorized Device.
- d) During the term, upon 10 business days' notice, Licensee shall grant SWARCO McCain access to Licensee's premises, books, records (or provide complete copies of such documents) and personnel to conduct an inspection and audit to verify whether Licensee and its Representatives are in compliance with the terms and conditions of this Agreement. The escorted inspection/audit shall be conducted so as not to unreasonably disrupt Licensee's operations. If it is determined that Licensee's and its Representatives' use of the Software does not comply with the terms and conditions of this Agreement. Licensee shall pay for any unauthorized usage.
- e) Licensee acknowledges that unauthorized use or disclosure of the Software intellectual property will diminish substantially the value of the Software. If Licensee violates Article 3 or 4, SWARCO McCain shall be entitled to obtain equitable relief to protect its interests without the requirement of providing a bond or other security and seek all other remedies available to it.
- f) Licensee shall require each Representative to observe and perform the covenants set forth in Articles 3 and 4 and shall be responsible and liable for such Representatives' compliance.

5. Term and Termination

- a) The License contained herein shall continue until terminated as provided for herein.
- b) SWARCO McCain may terminate this Agreement if (i) Licensee fails to correct any non-compliance with any term or condition of this Agreement within 30 calendar days after receipt of SWARCO McCain's written notice thereof or such longer period contained in SWARCO McCain's notice, except any non-compliance with Article 3 or 4 may result in immediate termination; (ii) SWARCO McCain no longer offers the Software or Authorized Devices; (iii) Licensee becomes insolvent, bankrupt or subject to a receiver or assignment for benefit of creditors; or (iv) Licensee fails to pay any amount due hereunder and such failure continues for more than ten (10) business days past the due date.
- c) Licensee may terminate this Agreement if Licensee becomes insolvent, bankrupt or subject to a receiver or assignment for benefit of creditors.
- d) Within 30 calendar days after termination of this Agreement by either party, the Licensee shall return to SWARCO McCain all copies of the Software and related confidential documentation supplied or made under this Agreement together with a signed letter certifying that the Licensee and its Representatives have discontinued all use of the Software, and Licensee has returned all copies to SWARCO McCain and permanently erased the Software from all Authorized Devices and other devices and has not retained any copies or access to any copies of the Software.

6. Initial Acceptance; Warranty and Disclaimers

- a) SWARCO McCain warrants for a period of 1 calendar year from the Effective Date that the Software will conform in all material respects to the specifications published by SWARCO McCain when installed, operated and used as recommended by SWARCO McCain. If the Software does not conform to such specifications, SWARCO McCain's only responsibility is to take reasonable efforts within 60 calendar days of Licensee's notice of nonconformance to cure the non-conformance and that is Licensee's only remedy.
- b) All warranties, express or implied, are automatically void under the following circumstances: failure to notify SWARCO McCain of the warranty issue within the warranty period; any negligence, misuse, abuse or misapplication of the Software; failure to promptly install any releases, updates, bug fixes, etc. provided by SWARCO McCain; if not previously authorized by SWARCO McCain, changes, modifications, maintenance or repairs to the Software or operating environment to which the Software was installed (including additional and/or unauthorized programs to systems hardware and/or workstations) that result in system problems; use of the Software in any environment, conditions, manner, or purpose for which the Software was not intended or designed; failure to maintain the Software in accordance with SWARCO McCain's instructions; use of the Software on any other equipment or device or at a location other than that identified on Exhibit A or the Quote; use of the Software in combination with any third-party apparatus, data or programs outside of the published Software specifications; any breach or noncompliance with any provisions of this Agreement by Licensee; or any causes

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7. Indemnification

- a) SWARCO McCain shall defend, indemnify and hold Licensee, its officers, directors and employees harmless from and against any losses, costs and expenses incurred by Licensee resulting from a third-party claim (other than an affiliate of Licensee) under United States law for copyright or trade secret infringement relating to the Software, provided that Licensee promptly notifies SWARCO McCain in writing of any such claim and allows SWARCO McCain to control, and fully cooperates with SWARCO McCain in, the defense of any such claim and all related settlement negotiations. If an injunction is sought or obtained against Licensee's use of the Software as a result of any such infringement claim, SWARCO McCain may, at its sole option and expense, either procure for Licensee the right to continue using the affected Software, or replace or modify the affected Software so that it does not infringe or, if SWARCO McCain determines none of the foregoing are reasonable, terminate this Agreement and provide Licensee with a pro rata refund based on a 5 calendar year useful life of the Software.
- b) SWARCO McCain has no obligation to indemnify Licensee for any allegation related to (i) use of third party materials, (ii) combination, operation or use of the Software in or with any technology or service not provided by SWARCO McCain; (iii) modification of the Software other than by SWARCO McCain or with SWARCO McCain's express written consent unless the modification is a result of, and strictly complies with, SWARCO McCain's written directions and specifications; (iv) Licensee's failure to implement any releases, modification, update, replacement of the Software available from SWARCO McCain; (v) negligence, abuse, misapplication or misuse of the Software; (vi) use of the Software outside the Permitted Use or contrary to SWARCO McCain's instructions; (vii) events or circumstances outside of SWARCO McCain's reasonable control; (viii) infringement under any law other than U.S. law; (viii) any action or losses for which Licensee is obligated to indemnify SWARCO McCain.
- c) Licensee shall defend, indemnify and hold SWARCO McCain and its officers, directors and employees harmless from and against any losses, costs and expenses incurred by SWARCO McCain resulting from a third-party claim (other than an affiliate of SWARCO McCain) based upon any allegation that the third party's intellectual property or other right or law is or will be infringed, misappropriated or otherwise violated by any (i) use or combination of the Software with any technology that is not provided by SWARCO McCain; (ii) use of a former version of the Software, unless the infringing portion is also in the then-current, unaltered version; (iii) use, modification, operation or combination of the Software with third-party programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (iv) compliance with Licensee's designs, specifications or instructions; (v) use of any third-party software; (vi) negligence, abuse, misapplication, misuse, gross negligence, recklessness or willful misconduct by Licensee, its Representatives or

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a person related to Licensee with respect to the Software; or (vii) use of the Software outside the Permitted Use or contrary to SWARCO McCain's instructions; or (viii) actions that would constitute a breach by Licensee and its Representatives of the obligations under this Agreement.

d) THIS ARTICLE SETS FORTH LICENSEE'S SOLE REMEDY AND SWARCO MCCAIN'S SOLE OBLIGATION AND LIABILITY WITH RESPECT TO ANY ACTUAL OR THREATENED THIRD-PARTY CLAIMS OF INFRINGEMENT.

8. Exclusion of Damages; Limitations on Liability

- a) IN NO EVENT WILL SWARCO MCCAIN BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR ANY INCIDENTAL, CONSEQUENTIAL, ENHANCED, PUNITIVE OR SPECIAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA, LOST BUSINESS, INTERRUPTION, DELAY, BREACH OF DATA OR SYSTEM SECURITY OR ANY OTHER INDIRECT DAMAGES, EVEN IF SWARCO MCCAIN HAS BEEN ADVISED SUCH LOSSES OR DAMAGES ARE POSSIBLE OR WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SWARCO McCain shall have no liability with respect to claims relating to or arising from the use of products and services not sold or provided by SWARCO McCain, even if SWARCO McCain recommended, referred, or introduced Licensee to such products and services.
- b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF SWARCO MCCAIN ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS PAID TO SWARCO MCCAIN UNDER THIS AGREEMENT IN THE 12 CALENDAR MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- c) Sections 8(a) and 8(b) do not apply to the following: Article 3 (Confidentiality), Article 6 (Warranty), Article 7 (Indemnification), Section 9(h) (Attorneys' Fees) or in the event of gross negligence or willful misconduct.

9. General Provisions

- a) Except for the rights expressly granted above, there are no rights by implication, waiver, estoppel or otherwise given or that can be acquired by Licensee under this Agreement. Any rights not expressly granted above are reserved to SWARCO McCain.
- b) Licensee shall pay all sales, use, personal property and other taxes resulting from this Agreement and the activities under this Agreement (excluding only income taxes due from SWARCO McCain).
- c) Neither party shall issue any announcement or statement without the prior written consent of the other party, except SWARCO McCain may, without Licensee's consent, include Licensee's name or trademark in its list of customers in its promotional and marketing materials.
- d) Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of SWARCO McCain, and any attempt to do so without SWARCO McCain's prior written consent shall be void. This Agreement shall be binding upon each party's successors and permitted assigns. Except as expressly identified in this Agreement, there are no third-party beneficiaries to this Agreement. The parties are independent contractors and nothing in this Agreement creates any employment, agency, partnership, joint venture or other relationship between the parties.
- e) Any notice permitted or required under this Agreement shall be in writing and deemed given on the date of delivery if delivered by a nationally recognized delivery service (such as Federal Express) (no signature required); three business daysafter deposit if mailed by certified mail, return receipt requested; or on the day of transmittal by facsimile or electronic mail provided the recipient acknowledges receipt in writing. All such notices shall be addressed as set forth below the parties' signatures to this Agreement (or such updated address given to the other party). All postage/delivery fees must be prepaid.
- f) SWARCO McCain shall not be responsible nor liable nor deemed to have breached this Agreement for any delay or failure in performance to the extent that such delay or failure is caused by any act or omission beyond its reasonable control. Either party may terminate this Agreement if such delay continues substantially uninterrupted for 60 calendar days or more.
- q) If any provision in this Agreement is held unenforceable, such provision shall be modified to the extent necessary



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to make the provision enforceable to the fullest extent permitted by law. If modification will not remedy the unenforceability, the provision shall be stricken without invalidating the remaining provisions of this Agreement.

- h) This Agreement is governed by California law, without regard to conflicts of law principles. Any legal action arising out of this Agreement must be brought in the state or federal courts located in the county in which SWARCO McCain has its principal place of business at the time the action is brought. The prevailing party in such action shall be entitled to its fees and costs, including attorneys' and expert witness fees, payable by the non-prevailing party.
- i) Articles 3, 4, 6, 7, 8, 9 and Section 5(b) and such other provisions as may reasonably require survival shall survive the termination of this Agreement.
- j) This Agreement, including Exhibit A, and the Quote/PO constitutes the entire agreement between the parties regarding the Software and supersedes all oral and written proposals and other communications between the parties relating to the subject matter of this Agreement. If any term in the Quote/PO shall conflict with any term set forth in this Agreement, the terms of this Agreement shall control. No modification of this Agreement is effective unless in writing and signed by the parties. This Agreement shall not merge into any other agreement between the parties unless such other agreement specifically provides for such merger and identifies this Agreement by name. No delay or failure to exercise any right or remedy in the event of a breach of this Agreement shall be construed as a waiver of that breach or any later breach. The waiver of any condition or any breach of this Agreement shall not be deemed to be a waiver of any other condition or any other breach. Headings in this Agreement are for reference only and do not define or limit the scope of this Agreement.
- k) This Agreement may be signed in counterparts, each of which shall be deemed an original and together constitute one instrument. Signature pages may be transmitted electronically and will be deemed original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives, each of which has been duly authorized to bind such party to this Agreement.

SWARCO McCain, Inc.	Licensee:
By:	Ву:
Name & Title:	Name & Title:
Date: //20	Date://20
Address: 2365 Oak Ridge Way, Vista, CA 92081	Address:
Address for Notices:	Address for Notices:
Name:	Name:
Address:	Address:
Email:	Email:



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EXHIBIT A

Software version licensed pursuant to this Agreement (no other Software is included):

Software Version	Number of Clients	Check Appropriate License
TMS – Agency Wide License	Unlimited	
TMS – Volume License	Limited per Quote/PO	
TMS – Volume Adaptive License	Limited per Quote/PO	
TMS – Center-to-Center Interface	Unlimited	
IMS	Limited per Quote/PO	

Transparity TMS identification of Authorized Device
Transparity Center-to-Center Interface (Integrated Interface Software Module to External Systems)
Transparity IMS identification of Authorized Device(s)



Traffic Controller and Cabinet Warranty

McCain controllers and cabinets are covered by a (2) two year limited warranty from the date of purchase. McCain warrants its products to be free of defects in workmanship and/or material. McCain will repair or replace any units found to be defective within the first (24) twenty-four months from the date of delivery.

McCain's warranty will cover full replacement of defective products for the first (12) twelve months. After the first (12) twelve months it is up to McCain's discretion whether the material will be replaced or repaired at no cost to the customer.

Before returning any products, the customer must call their McCain Representative or Account Manager @ 760-727-8100. The McCain representative will at that time record the date, description of problem, issue the RMA #, and then make the appropriate arrangements for the return of the product. The purchaser must prepay all freight, insurance and other transportation charges to send the product to McCain for warranty-coverage verification, repair or replacement, and, if found to be defective, McCain will return replacement / repaired product to the purchaser freight paid. McCain retains all replaced parts or products.

This warranty does not cover (1) product advice or assistance that McCain furnishes as a courtesy, (2) removal or reinstallation of products, (3) defects or damage as a result of accident, modification, misuse, improper service or repair, abuse or abnormal use including, without limitation, improper storage and incorrect installation, (4) acts of God or nature, exposure to casualty of elements. In all such cases the warranty is immediately null and void.

In no event shall this warranty run to OEM or component part buyers. All replacement products are warranted only for the remainder of the original warranty of the product replaced. Replacement products will be equivalent in function, but not necessarily identical to the replaced product.

This warranty is exclusive of all other warranties, expressed or implied, and McCain hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. In no event shall McCain be liable for interruption of business loss, profits or indirect or consequential damages, injury to person or damage to property from any cause whatsoever.

© McCain Inc. Updated 04/22/09. McCain reserves the right to change product warranties without notice For the most up-to-date information, please contact McCain



TRANSPARITY SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into and effective as of the date set forth below ("Effective Date") by and between SWARCO McCain, Inc., a California corporation ("Licensor") and the customer identified below ("Customer").

This Agreement consists of this Signature page, the Quote, and the Software Maintenance Agreement.

Each party has read, understands, and agrees to the terms and conditions of this Agreement.

Effective Dates: Start Date – End Date	
Accepted by:	
SWARCO McCain, Inc.	CUSTOMER: CITY OF BAKERSFIELD, CA
Sign:	Sign:
Name: Robert Ung	Name:
Title:Director of ITS Solutions	Title:
Date:	Date:
Address for Formal Notice: SWARCO McCain Inc. 2365 Oak Ridge Way Vista, CA 92081	Address for Formal Notice: <u>City of Bakersfield</u> 1600 Truxtun Ave, 2nd Floor <u>Bakersfield, CA 93301</u>
SWARCO McCain Inc. 2365 Oak Ridge Way	<u>City of Bakersfield</u> <u>1600 Truxtun Ave, 2nd Floor</u>

PLEASE SIGN AND RETURN THIS AGREEMENT TO SWARCO McCain, Inc. and retain a copy for your records.



QUOTE - INITIAL ORDER (SAMPLE)



QUOTE

April 4, 2023

From: Ray Laigo SWARCO McCain, Inc. 2365 Oak Ridge Way Vista, CA 92081

Attn: John Doe City of Bakersfield, CA 1600 Truxtun Ave, 2nd Floor Bakersfield, CA 93301

Reference Quote #XXXXXX-XX

Dear Mr. Doe

SWARCO McCain is pleased to provide this quotation on the following item(s):

Item#	Qty	Unit	Description	Unit Cost	Ext. Cost
			1-Yr. Software Maintenance		
1	1	EA	3-Yr. Transparity TMS / Adaptive Software Maintenance for a system with 350 TMS locations and 124 Adaptive locations [sea scope notes 1-3]	\$1000000	\$200000
				Total	\$XXXXXX
					NOTE: This amount

To be paid according to the following Billing Schedule/Milestones	Billable Amount
Customer will be invoiced upon receipt of purchase order	\$XXXXXXX

Scope Notes:

- 1. All labor is remote unless indicated otherwise. VPN or internet access is required to provide remote support.
- Customer is responsible for ensuring that communications and detection is operational and for providing the network scheme, as applicable. Does not include field installation, custom aerials, or timing conversion support.
- 3. Annual maintenance agreement covers a total of forty (40) hours that include telephone, email, or remate support and six. (6) remote maintenance sessions each year. Maintenance cost is for a standard TMS / Adaptive implementation with up to 350 TMS locations and 124 Adaptive locations. NOTE: As locations increase or more functionality is required e.g. C2C, CV, cost is subject to increase. Maintenance will be active from July 1, 2024 June 30, 2027.

Quote Notes:

- 1. All prices are in US Dollars. All payments to be made in US Dollars. Project will be billed per the schedule/milestones
- Purchase order (PO) must match line items in quote.
- 3. Prices are firm for 30 days. Tax and freight are not included (as applicable).
- 4. All software available through remote download only.
- 5. Sale is subject to SWARCO McCain's standard terms and conditions.

Quotation prepared by:

Ray Laigo ITS Project Engineer SWARCO McCain, Inc.

cc: Bob Ung, Director of ITS Solutions & Services, SWARCO McCain Inc.

cc: Lari Tackett, Senior Project Manager, SWARCO McCain Inc.

cc: Kamie Gribben, Junior Project Manager, SWARCO McCain Inc.

The information contained in this document is intended for the person or entity to which it is addressed and may contain confidential and/or legally privileged material.

Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient



TRANSPARITY SOFTWARE MAINTENANCE AGREEMENT

1. Definitions

"Software Upgrades" means a major version upgrade of the general software released by Licensor during the term of this Agreement.

"Software Updates" are maintenance software releases, bug fixes, and patches to the Software, including minor version releases of the Software.

"Software Upgrades" and "Software Updates" do not include optional/add-on Software Modules. Additional development work to customize the delivered software is not included in this agreement and will be handled as a change order.

Software Upgrades and Updates released by SWARCO McCain are included in this Software Maintenance Agreement.

2. Technical Support

Maintenance includes a certain number of technical support hours and is restricted to the scope defined by this Agreement. Unless otherwise identified in the Quote, the number of technical support hours included with annual Maintenance fees is **forty (40) hours per calendar year**. Specific technical support items covered by this Agreement include:

- **Software Workstation Installations** Often existing workstations are replaced and/or repaired in a manner that removes the Software client from the computer. These workstations may be re-installed by a member of Licensor's ITS Solutions Group under the terms of this Agreement.
- Communication Error Diagnostics There are many factors involved in establishing solid communication
 with an intersection. When experiencing lag or complete failure when attempting to communicate with a
 new or existing intersection, Licensor staff can diagnose the communication sent and received by the central
 system. Communication diagnostics include:
 - Interpretation of Comm Error Logs
 - Analysis of Baud Rate vs. Polling Frequency
 - Verification of Communication Addressing Parameters
 - Identification of troubled intersections/controllers
 - Identification of TCP/IP Network configuration issues
 - *Evaluation of Interconnect (such as fiber optic cabling) and third-party communication devices is not covered by this Agreement.
 - **Travel expenses for field diagnostics are not covered by this Agreement.



- **SQL Server Database Maintenance** SQL Server maintains the system and history database for all devices configured in the Software. The performance of SQL Server can impact the Software central system and should be reviewed from time to time. The following activities are covered by this Agreement and are performed during scheduled maintenance only:
 - Backups/Archives of System Configuration SQL Server Data (TransparityConfig)*
 - Purging of SQL Tables
 - Review of SQL Server Performance/Optimization Plans
 - *Does not relieve Customer of obligation to perform routine backups.
- Local Controller Software Support The ITS Solutions Group will provide an understanding of local controller software and how each feature operates in the field, which may include reviewing an issue with newly produced coordination timing or providing suggestions on logic and special events.
- Ongoing Training New employees, consultants, or existing staff, may require refresher training or brief
 walkthrough to ensure the Customer's team is sufficiently trained on the operation of the Software.
 Customer can exchange its remaining support hours for technical training. Additional hours of training can
 be purchased via a separate contract.

Travel expenses for onsite training are not covered by this Agreement.

- **Software Maintenance** As a part of Maintenance, the following services will be performed by Licensor <u>up</u> to six (6) times a year using the remote access connection.
 - Review software versions of all Software used by Customer to determine whether version updates are due, and if so, perform the necessary updates.
 - o Review event logs, etc. and advise management regarding any issues as requiring attention.
 - Review general system status including communications with field devices, workstations, etc. and provide a report to management, if necessary, regarding any issues.
 - o Review maintenance on SQL database.
 - PDF report to include work performed, issues found and fixed, and any proposed action for Customer.
 - Review other issues to ensure compliance with the terms and conditions of this Agreement.

Technical support is offered through Licensor's ITS Solutions Group and is available during normal business hours of 7:00 AM PDT to 4:00 PM PDT, Monday through Friday. Technical support is provided to Customer on a "best efforts" basis with a response time of 48 hours.

Additional technical support time in excess of stated amount will be available to Customer under a separate contract.

3. Local Controller Firmware Support

When new Licensor local controller firmware is deployed, the central software may require updates to enable communication to these new programs.



4. Extended Workstation Licensing

During the term of this Agreement and to the extent that any support hours remain under this Agreement, Customer is authorized to expand the number of Software workstations.

5. Software Updates

When Licensor, at its sole discretion, releases Software Updates, Licensor shall supply such Software Updates to Customer with a valid Software Maintenance Agreement free of charge. Such Software Updates will be provided by Licensor when Licensor makes them generally available to the market. It is Licensor's policy to utilize the Internet and remote support technology for software distribution. All Software Updates provided, including documentation and program materials, are subject to this Agreement.

6. Exclusions from Maintenance

Licensor is not obligated to provide Maintenance in the following situations:

- Work involving the user of a sub-contractor or consultant
- SWARCO McCain is not responsible for the agency's communications infrastructure
- Software has been changed, modified, altered repaired, damaged, or deleted (excluding modifications and repairs made by or under the direct supervision of Licensor)
- Issues caused by Customer's negligence, misuses, abuse, hardware malfunction or other causes beyond the reasonable control of Licensor
- Third-party software not supplied or installed by Licensor
- When requested maintenance activities are outside service agreement dates

7. Maintenance renewal and termination

A Maintenance renewal Quote shall be provided to Customer thirty (30) days prior to the expiration of this Agreement. The Maintenance renewal Quote includes the Maintenance renewal dollar amount and billing information. The Maintenance is considered renewed once payment is received. If the Maintenance has not been renewed after expiration date, this Agreement shall automatically be terminated without any action of Licensor. In any event, Licensor shall have no obligation to support or maintain any version of the Software except (a) the thencurrent version of the Software, and (b) the immediately preceding version of the Software for a period of six (6) months after it is first superseded.

8. Conditions for Providing Maintenance

Licensor's obligation to provide Maintenance is conditioned upon the following:

- Customer immediately notifies Licensor of any errors with reasonable detail of the nature and circumstances surrounding the error
- Customer makes reasonable efforts to solve the reported problem after consulting with Licensor



- Customer provides Licensor with sufficient information and resources to correct the reported problem
 either at Licensor's customer support center or via remote access** at Customer's site, as well as access
 to the personnel, hardware and any additional software involved in discovering the problem
- Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software

**On-line / Remote technical support - the following requirements must be met:

- Software server or workstation must have internet access
- Allow Licensor's support staff to utilize software called Go-to-Assist by Citrix or similar software on the Software server or workstation

WITH RESPECT TO ANY ERRORS REPORTED BY CUSTOMER TO LICENSOR, LICENSEE AGREES THAT LICENSOR'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO MAINTENANCE IS FOR LICENSOR TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT SUCH ERRORS IN ACCORDANCE WITH LICENSOR'S SUPPORT OBLIGATIONS PURSUANT TO THIS SOFTWARE MAINTENANCE AGREEMENT.





APPENDIX D: RESUMES

The following Proposed Personnel resumes are included in Appendix D:

Crosstown Electrical & Data, Inc.

- > David P. Heermance
- > Alex Zepeda
- > Haresh Vaidya
- > Ross Ghanim

SWARCO McCain, Inc.

- ➤ Lori Tackett
- > Brian Wagner
- Ray Laigo
- > Luke Baker
- > Brent Trimmer
- > Faron Wage
- > Spencer Stone

Advanced Transportation Concepts

➤ John Thai, P.E.





David P. Heermance | Senior Project Manager





Crosstown Electrical & Data, Inc. | Irwindale, CA

Years of Experience: 43

Percentage of Total Contract Hours per Month												
Mo. 1 Mo. 2 Mo. 3 Mo. 4 Mo. 5 Mo. 6 Mo. 7 Mo. 8 Mo. 9 Mo. 10 Mo. 11 Mo. 12 Mo. 13										Mo. 13		
1%	.5%	.5%	.25%	.25%	.25%	.25%	.25%	.25%	.25%	.25%	.5%	.5%

Education & Affiliations

California Contractors State License – A & C-10, License #756309
Associates Degree, Computer Science – Los Angeles Valley College | Los Angeles, CA
U.S. Air Force School of Applied Aerospace Sciences – Keesler Air Force Base | Mississippi
Traffic Signal Association – Current member and past President

Professional Experience

Mr. Heermance has over 40 years of experience in the installation, operation, maintenance and management of electronic equipment and communications and fiber optic systems. He offers a thorough understanding of data communications, fiber optics, video, and their application to Intelligent Transportation Systems. He has developed and managed operational support and resources for projects to ensure contract and performance requirements are met. Mr. Heermance has successfully completed dozens of multi-million-dollar projects through the coordination of subcontractors, development of partnerships and building a positive rapport with engineers, local officials, contractors, and vendors while managing budgets and executing projects on time. Mr. Heermance's role in this project will be to oversee all aspects of the project and to ensure a smooth and effective implementation of our proposed solution and to act as the liaison between the City of Bakersfield and our Team.

Work Experience

President and Senior Project Manager | Crosstown Electrical & Data, Inc.

October 1998 - Present

Responsibilities include project management of select high-level projects, estimating, planning, and involvement with management and operations on behalf of the company. Mr. Heermance has developed and grown his company over the years to include construction, communications, fiber optic, and traffic signal maintenance divisions which all seamlessly work together on construction projects throughout Southern California with the careful oversight of designated superintendents. Mr. Heermance professional experience with Crosstown includes:

Automated Traffic Surveillance and Control (ATSAC) Projects | Los Angeles, CA

Mr. Heermance has been Project Manager of twelve completed ATSAC projects for the City of Los Angeles over the past 15 years. This includes Santa Monica Smart Corridor, Hollywood ATSAC, Victory West ATSAC, Ventura 2B ATSAC, Mar Vista ATSAC, Ronald Reagan Corridor ATSAC, Sepulveda Pass ATSAC, Culver City ATSAC, Route 405 Corridor ATSAC, Golden State II ATSAC, Harbor Gateway ATSAC, and Reseda Phase 1 ATSAC. These projects involved the upgrade of a total of 1900 intersections, including the installation of more than 130 miles of fiber optic and copper cable, 300 Cameras, a complete Sonet network, CCTV Control System, video switch matrices, voice, and data transmission equipment, spread spectrum radio, microwave, atmospheric lasers, vehicle detection systems, changeable message signs, and equipment at the ATSAC Control Center.

Caltrans CCTV and Fiber Optic Systems | Los Angeles and Orange Counties, CA

Mr. Heermance has been the Project Manager of over 40 completed Caltrans CCTV and Fiber Optic System contracts, including six on Highway 5 in Los Angeles covering 60 miles of freeway, an Earthquake Relief project utilizing satellite communications to 32 different traffic elements throughout Los Angeles County, and several different projects in District 12 on Highways 5, 405 and 55. These projects included the installation of fiber optic and copper cable, 320 cameras, CCTV Control Systems, video switch matrices, voice and data transmission systems, Sonet network, data nodes, video nodes, vehicle detection systems Satellite systems Changeable Message Signs, Highway Advisory Radio, and equipment at the District 7 and District 12 Traffic Management Centers.



Design Build and Toll System Projects

Mr. Heermance has been involved in several Design-Build projects where Crosstown has served as the Fiber Optic and ITS System Integrator on projects such as the Route 22 Design-Build project and the City of Inglewood ITS Phase II Design Build Project, and the Route 405 Design-Build project. Mr. Heermance has also been an integral part of the team working with AT&T to perform the conversion of all of the toll roads in Orange County to an Ethernet CCTV and Communications System and for the Route 91 Systems Integration project working with Cofiroute.

Regional Manager | Municipal Underground, Inc.

1996 - 1998

Regional Director, Western Region | Fischbach and Moore, Inc.

1991 - 1996

Alex Zepeda | Communications Superintendent





Crosstown Electrical & Data, Inc. | Irwindale, CA

Years of Experience: 22

Percentage of Total Contract Hours per Month												
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
1%	1%	.5%	.5%		1%	1%	2%	1%				

Education & Affiliations

Associates Degree, Science of Electronic Engineering – ITT Technical Institute Certified Electrician, Electrical Training Institute, IBEW/NECA, Apprenticeship Training Certified Fiber Optic Installer OSHA 10/30 Certified

Professional Experience

Mr. Zepeda has over twenty years of experience in communication and integration work. He is a IMSA Level II traffic signal technician with experience in all types of wireless communication systems, integration, and has an excellent understanding of communications media such as copper and fiber technologies. Mr. Zepeda has worked on and managed hundreds of communication projects throughout his career. At Crosstown, his responsibilities include management of multiple crews for fiber optic, CCTV, and communication installation projects, managing budgets, tracking time and material work, and ensuring projects come in on time. Mr. Zepeda excels at troubleshooting complex communication systems and uses his expertise to train others.

Work Experience

Superintendent | Crosstown Electrical & Data, Inc.

April 2005 - Present

Responsibilities include management of multiple crews for fiber optic, CCTV, and communication installation projects, managing budgets, tracking time and material work, and ensuring projects come in on time. Mr. Zepeda excels at troubleshooting complex communication systems and uses his expertise to train others. He performs integration and installation of controllers, switches, CCTV, and video detection systems. He brings experience with building Traffic Operation Centers, including the installation of video monitors, various communication equipment and cabling.

Traffic Signal Technician | CSC

May 2001 – April 2005

Responsibilities include management of multiple crews for fiber optic, CCTV, and communication installation projects, managing budgets, tracking time and material work, and ensuring projects come in on time. Mr. Zepeda excels at troubleshooting complex communication systems and uses his expertise to train others. He performs integration and installation of controllers, switches, CCTV, and video detection systems.

Relevant Projects

Traffic Signal and ITS Improvement Project | City of Glendale – Installed CCTV cameras, Ethernet switches and TMC equipment

Harbor Gateway ATSAC | City of Los Angeles – Furnished and installed CCTV communications equipment Katella Ave, State College Blvd and Orangewood ITS Master Plan | City of Anaheim – Furnished and installed CCTV, Video Detection and perform implementation of ITS elements

RCTC Tolled Express Lanes SR-91 project – Installed Gantry equipment to include cameras, antennas, and laser and audit cameras.

Imperial Highway / SR-90 Corridor Regional Traffic Signal Synchronization Project | City of La Habra – Installed conduit, fiber optic cable, Ethernet switches and CCTV cameras.

Blue Line Signal Prioritization Project | City of Long Beach – Improved transit signal prioritization, ITS features, and made system upgrades.





Haresh (Harry) Vaidya | IMSA Level III Certified Technician



Crosstown Electrical & Data, Inc. | Irwindale, CA

Years of Experience: 30

Percentage of Total Contract Hours per Month												
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
					3%	3%	2%	2%	2%	2%		

Education & Affiliations

Electrical / Mechanical Apprentice Diploma, Industrial Training Institute

IMSA Level III Certified Technician

Certified Electrician, Electrical Training Institute - IBEW / NECA, Apprenticeship Training

HVAC Systems Training Plus E.P.A. 608 Universal Certified, Brownson Technical School | Anaheim, CA

Electronic Troubleshooting Certificate - Fullerton Community College | Fullerton, CA

Logic Control/PLC/Computer Operations Certified - So. California Institute of Technology | Anaheim, CA

Professional Experience

Mr. Vaidya has over 30 years of experience as an electrical, electronic, and electro-mechanical technician. He possesses strong technical skills with the ability to collaborate with engineers on prototypes and designs. He is highly proficient at maintaining, assembling, troubleshooting electronics, electrical equipment, and mechanical systems. Mr. Vaidya has extensive knowledge of keypads, motor controllers, programming timers, voltage consumers, and testing equipment. He is adept at reading blueprints, record-keeping, self-motivated, flexible and detail-oriented. Mr. Vaidya possesses in-depth knowledge of NEC/PC diagram, electronic parts, and AC/DC high/low voltage power supply. Knowledge of 110V/220V/480V machinery power line & circuit breakers. Knowledge of commercial company lighting systems. Knowledge of 208V/277V/480V transformers.

Work Experience

Traffic Signal Maintenance Technician | Crosstown Electrical & Data, Inc.

2022 - Present

Responsibilities include performing monthly traffic signal maintenance for various Cities, as well as bi-annual, semi-annual, annual maintenance procedures to maintain the city infrastructure, and performs 24-hour on-call emergency services. Mr. Vaidya also checks timing data in the controllers and repairs intersection conflict calls. Programs / troubleshoots video detection and loop detection systems. He also ensures proper communication with City inspectors and engineers is maintained.

Head Journeyman Electrician | Exterior Products Corp.

2017 - 2022

Retrofit LED Lighting in shopping centers, commercial buildings, industrial lots, and retail units. Troubleshoot & replace CL, metal highlight, sodium lamps, mercury lamps, and transformers. Install lighting in shopping center parking lots, wall pack lights on the exterior of commercial buildings, and ceiling lighting. Troubleshoot & replace retail center monuments lighting and pylon signs. Repair & replace ballast, lamps, bypass switch, GFI, and receptacles. Troubleshoot & replace ballast and fluorescent lamp in ceiling light fixtures. Repair & replace photocells in exterior lighting. On-site daily / monthly inspections to verify site lighting. Supervise 4-5 employees during projects in the field.

Relevant Projects

City of Laguna Hills - Traffic Signal Maintenance (49) intersections and emergency on-call services.

City of Chino Hills - Traffic Signal Maintenance and emergency on-call services.

City of Banning - Traffic Signal Maintenance and emergency on-call services.

Ross Ghanim | Network Engineer



Crosstown Electrical & Data, Inc. | Irwindale, CA

Years of Experience: 20

Percentage of Total Contract Hours per Month												
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
	1%				4%	2%	2%				1%	1%

Education & Affiliations

Master of Arts, Occupational Studies – California State University, Long Beach | Long Beach, CA Bachelor of Business Administration and Marketing, Texas Wesleyan University | Fort Worth, TX

Designated Subjects Full-Time Teaching Credential – California State University, Long Beach | Long Beach, CA

Palo Alto Networks Accredited Configuration Engineer ACE Certified

Amazon AWS Certified Solution Architect

CompTIA Security + and CompTIA Server+

Cisco Internet of Things IoT Training (IoT)

CompTIA Advanced Security Practitioner Training

Project Management Professional (PMP) # 1226799

Cisco Certified Academy Instructor (CCAI)

Professional Experience

Mr. Ghanim has over 20 years of experience in network management. He began in 2002 teaching computer repair, Cisco CCNA through Cisco academy and Windows Server OS to college, high school, and adult students. He continued his career managing over 5,000 websites for doctors and setting up IIS web servers and server farms, firewalls, and spam protection. He continued to work in the IT field in various management positions, including his recent as a senior network engineer where he setup routers, switches, firewalls and connected fiber from MDF to IDF's. He has excellent leadership, decision-making skills, and capability to manage others effectively. He is skilled at identifying and eliminating security vulnerabilities and is able to coordinate IT activities to ensure data availability and network services.

Work Experience

Senior Network Engineer | Crosstown Electrical & Data, Inc.

2021 - Present

Mr. Ghanim configures and sets up switches such as Cisco IE4010, IE 3000, Cisco IE 2000, Actelis, Ruggedcom, Hirschmann, EtherWAN, and Advantech. Configures Radios for cities such as Siklu and Encom. Sets up IP Video cameras such as Bosch BVMS at street sections and Gridsmart Bell Cameras for cities. Sets up Iteris Bluetooth traffic management Intelligent Transportation Systems. Tests Fiber Optic connections and terminate between street sections.

Network and Security IT Manager | Field Nation, Corona, CA

2019 - 2021

Senior Network engineer at City of Tustin through Vology. He set up and upgraded Cisco WLC 5520 and Cisco ASA 5520. Holiday season technical support for Gucci stores in Beverly Hills. Set up data center Telemetry for City of Tustin with 6 stackable Cisco 9300 switches, 9500 switches, 9407 backbone switch, ASR routers and 4300 router, TPX SD-WAN, Cisco 5520 access points controller, and Cisco ASA 5525 firewalls. Set up routers, switches, and firewalls, such as Meraki, and SonicWall. Setup Access Points such as Meraki, Avera, and Motorola. Reconfigured People Counter System and reset Cisco router configuration. Connected fiber optic cables from MDF to IDF. Converted and replaced MPLS with SD-WAN. Set up Windows 2016 with Active Directory and Group Policy, Setup Azure and migrate local servers to VPS. Set up Virtual Desktop and RDS.

IT Manager | AAL USA, Inc.,

2017 - 2019

Relevant Projects

City of Temecula, Fiber Optic Communication Upgrade – Install Cisco and Ruggedcom Ethernet switches. **Various Caltrans Projects** – Network support, installation, and integration of Ethernet communication switches

Lori Tackett | Senior Project Manager



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SWARCO McCain, Inc. | Vista, CA

Years of Experience: 25

			F	ercenta	ge of Tot	al Contra	act Hours	per Moi	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
0.04%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.02%

Education & Affiliations

Master of Business Administration, University of Phoenix | San Diego, CA
Bachelor of Science in Business Management, University of Phoenix | San Diego, CA
Business Accounting, Palomar Junior College | San Marcos, CA
Six Sigma Process Improvement Training | HSBC, San Diego, CA

Work Experience

Senior Project Manager | SWARCO McCain, Inc.

August 2017 - Present

As Senior Project Manager at SWARCO McCain, Ms. Tackett is responsible for managing the company's software and service projects. Her role is to assure project contractual requirements are met and pertinent project-related information is communicated to the business units. She also serves as the company's liaison with project customers to ensure optimal client satisfaction is achieved. Ms. Tackett is experienced in managing projects in both the public and private sectors including administrative management of high-profile projects. She has created and launched programs that improve a team's ability to align with project scope, working with all levels of the organization from the executive team to line managers to assure project deadlines and strategic goals are met.

ATMS Project with Traffic Adaptive | City of Culver City, CA

Ms. Tackett managed a team that produced and delivered contract tasks that included delivery and field installation of 106 controllers and conflict monitors, intersection timing conversions, and the launch of an adaptive system along 12 corridors in the City. With SWARCO McCain as prime, her ability to effectively manage a large project team that included four subcontractors, while in communication with the city, brought the project to successful completion and final acceptance.

Transparity TMS Project with Traffic Adaptive, Phase 1 | City of Casa Grande, AZ

As Project Manager, she worked with the project team through successful implementation of the City's Phase 1 – *Transparity* & Adaptive Traffic Operations for 11 intersections. **Ms. Tackett oversaw SWARCO McCain's** administration tasks and project deliverables, ensuring team meetings were scheduled to maintain communication among project stakeholders and to collectively review project timelines.

HDOT Maui Traffic Signal Modernization Project | Island of Maui, HI

Ms. Tackett helped keep SWARCO McCain's project team on schedule with its scope of work. She organized project meetings both internally and with customers to maintain communication regarding tasks of delivering new controllers and timing conversions, a travel time system, conflict monitors and *Transparity* for an ATMS system.

Operations Manager | McCain, Inc.

2016 - 2017

Led operations for McCain's Manufacturing Division. Her role included oversight of organization operations working with HR, Accounting, Sales, Engineering, Planning Purchasing, Production and Shipping teams. Generated and reviewed management reports for targets.

Expediting and Shipping Manager | McCain, Inc. Manufacturing

2012 - 2016

Managed Customer First Articles (prototypes) from engineering through production for Manufacturing Division. Oversaw manufacturing of customer First Articles (prototypes) and generation of FAIRs (First Article Inspection Reports) to customers as a condition for production orders.

Brian Wagner | Software Product Manager





SWARCO McCain, Inc. | Vista, CA

Years of Experience: 14

			G	ercenta	ge of Tot	al Contra	act Hours	per Mor	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.1%	0.1%	0.1%			

Education & Affiliations

Bachelor of Science, University of California, Berkeley | Berkeley, CA

National Transportation Communications for ITS Protocol (NTCIP) Committee Member

International Municipal Signal Association (IMSA) Committee Member

Institute of Transportation Engineers (ITE) Committee Member

Work Experience

Software Product Manager | SWARCO McCain, Inc.

December 2014 - Present

2004

As Software Product Manager, Mr. Wagner manages the existing product portfolio and innovation projects. The existing portfolio includes Omni eX® local controller software, *Transparity* traffic management software, *Transparity* Adaptive, and Signal Performance Analytics. He is responsible for gathering system requirements throughout the life cycle of the portfolio and ensures that customer/project requirements are resolved and delivered to satisfaction. Mr. Wagner is heavily involved in the systems engineering process during the development of new innovations. With 14 years of experience in all segments of the traffic industry, Mr. Wagner brings hands-on experience and extensive knowledge of transportation hardware and software critical to local and regional traffic control systems.

Mr. Wagner's experience with SWARCO McCain includes:

Culver City Citywide Adaptive | Culver City, CA

Mr. Wagner evaluated, elicited all project requirements and participated in validating the effectiveness of the solution throughout the project deployment timeline. He provided innovative technical guidance for the infrastructure, detection design of the system to improve the constructability and long-term maintainability of the solution.

Transparity TMS Project, Phase 1 | Casa Grande, AZ

Utilized hi-resolution event data and Signal Performance Measures to produce before and after analysis of the *Transparity* Adaptive system. This approach enables early analysis of system effectiveness without the expenses and limitations affiliated with traditional traffic studies.

Operations Specialist | City of Carlsbad / STC Consulting

December 2013 - December 2014

As the City's only technical operations specialist, Mr. Wagner was responsible for the operation of 175 traffic controllers, signal timing, detection systems, and communication network. He was instrumental in utilizing the advanced features of ATC traffic controllers to synchronize non-coordinated intersections using peer-to-peer logic and established automated operations in response to detection failures and/or weather-related impacts. He provided training to maintenance staff during the transition from 170 controller software to ATC / NTCIP software.

SWARCO McCain, Inc | ITS Solutions Manager

May 2011 - December 2013

Managed the execution of all central system and local controller software deployment projects. Provided technical training for traffic controller and central system software nationwide. Conducted the Adaptive responsive signal control integration and configuration. Created the base timing plans and provided education on how to implement advanced traffic controller software functions. While in this position, he partook in the Controller Software Upgrade project for the City and County of Honolulu / HDOT and the Adaptive Signal Control project for the City of Santa Rosa.

Ray Laigo | Systems Integration Manager



Swarco D[™]

SWARCO McCain, Inc. | Vista, CA

Years of Experience: 14

				Percenta	ge of Tot	al Contra	act Hours	per Moi	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
0.2%	1.2%	2.0%	0.9%	0.2%	0.04%	0.7%	3.3%	2.2%				

Education

Evergreen Valley College | San Jose, CA

Work Experience

Systems Integration Manager | SWARCO McCain, Inc.

July 2021 - Present

Mr. Laigo is the Systems Integration Manager responsible for the integration of the *Transparity* TMS software including all field and communication elements. He oversees the preparation of the central software and any server hardware. Mr. Laigo joined SWARCO McCain in 2011 and has been involved in successful deployments of *Transparity* TMS and ATC with Omni *eX* for several agencies including the following projects: Springfield, MO and Missouri DOT consisting of 300 intersections; Palmdale, CA consisting of 50+ ATC intersections and approximately 100 total locations; Allentown, PA consisting of 49 intersections; Corona, CA consisting of 160 intersections; and a system for the Government of Jamaica.

ITS Project Manager / Engineer | SWARCO McCain, Inc.

July 2014 – July 2021

As ITS Project Manager and Engineer, Mr. Laigo was responsible for planning and managing project scope and timeline and led project task deliveries. He led the deployment and integration of *Transparity* central software with field communications and users. Additionally, Mr. Laigo maintained deployed systems and managed day-to-day technical support along with systems specialists. He performed training and acceptance tests for projects. Mr. Laigo's experience with SWARCO McCain includes:

Culver City Citywide Adaptive | Culver City, CA

Mr. Laigo led the Adaptive project that deployed a new central software system, local hardware, and controller software upgrades with Adaptive operations at 106 intersections. His work consisted of prepping the server for the TMS installing and configuring *Transparity* TMS. The integration included new Ethernet-over-copper communications backbone. He performed the Adaptive configuration and fine-tuning for 106 locations, training, and acceptance testing.

Central System Upgrade | City of Pasadena, CA

As the Project Manager, Mr. Laigo led the city-wide central software upgrade for the City of Pasadena that consisted of 310 intersections. He performed a database migration from existing McCain's QuicNet Pro legacy system and Siemens i2 system to Transparity central software; handled the install and configuration. Implemented custom intersection graphics for 300+ locations, conducted field support for software updates, chip swaps, training, and acceptance testing.

Technical Specialist | SWARCO McCain, Inc.

August 2011 – July 2014

Provided support for customers and performed routine system maintenance testing of local and central software.

Engineering Technician I & II | City of San Jose, CA - Public Works

July 2008 - June 2010

Managed day-to-day operations and responded to citizen complaints. Upgraded hardware and software for over 500 intersections.

Luke Baker | Senior ITS Engineer



Swarco D

SWARCO McCain, Inc. | Vista, CA

Years of Experience: 14

			F	ercenta	ge of Tot	al Contra	ct Hours	per Mo	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
						2.0%	3.3%	2.6%	2.1%	0.8%	0.6%	

Education / Affiliations

Bachelor of Science in Electrical Engineering, New Mexico State University | Las Cruses, NM Institute of Transportation Engineers (ITE) Committee Member

Work Experience

Senior ITS Engineer | SWARCO McCain, Inc.

February 2018 - Present

Mr. Baker conducts the deployment and integration of ATMS, traffic controller and Adaptive control systems. Mr. Baker has deployed several new ATMS systems with various levels of complexity, as well as upgrades to dozens of systems across the country and has served as the lead integrator for adaptive system deployments. Mr. Baker is also responsible for providing technical support on legacy hardware / software and is heavily involved in product development design and testing. Mr. Baker is actively involved in testing innovations such as the connected vehicle technology in conjunction with the FHWA. He performs troubleshooting of software, communications, and controller timing issues. He works closely with software engineers to validate and test bug fixes, and new features to meet customer requirements. Recent projects include:

US Highway 27 Adaptive Signal Control | Florida DOT, Highlands County, FL

Facilitated connection of 14 signals along a major highway to a cloud hosted *Transparity* TMS central system. Implemented adaptive operations on the corridor to improve traffic flow. Provided testing, training, and support services throughout the course of the project.

Maui County ATMS | Maui, HI

Assisted with the controller deployment, firmware upgrades and communications integration for over 80 signals on the island. Set up hi-resolution data collection for high level signal performance measures.

Culver City Citywide Adaptive | Culver City, CA

Deployed over 100 ATC controllers and worked with the city and their consultants to generate optimized timing plans. Integrated the controllers on *Transparity* TMS and implemented adaptive signal control on 12 corridors throughout the city. Provided testing and training to meet strict project requirements.

Traffic Signal Operations Specialist | City of Encinitas, CA

January 2014 – February 2018

Mr. Baker managed the signal system for the City of Encinitas. He was responsible for managing signal maintenance, new signals, modification, and timing projects. He responded to citizen complaints and took appropriate actions. In addition, he was involved in various traffic engineering projects including speed surveys, striping plans, traffic counts, and streetscape projects. Mr. Baker managed HSIP project to upgrade the traffic communications network to fiber optic network.

Relevant Skills

Actively involved in testing innovations such as the connected vehicle technology in conjunction with the FHWA. Vast experience in troubleshooting communications and networking in LAN, WAN, IP, NTCIP, Ethernet, FSK, RF, and dialup systems. Experienced with Windows Azure, Synchro, Tru-Traffic, VSCATA, and Linux embedded tools

Faron Wage | Senior Technical Support Specialist



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SWARCO McCain, Inc. | Vista, CA

Years of Experience: 35

	Marie To	ma 5	F	Percenta	ge of Tot	al Contra	ct Hours	per Moi	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
					1.0%	0.5%						

Education

Associates Degree in Computer Science Information Systems, Coleman College

Work Experience

Senior Technical Support Specialist | SWARCO McCain, Inc.

July 2007 - Present

In his role as Senior Technical Support Specialist, Mr. Wage manages the turn-on support of traffic signals and support projects including installation of controllers, software, and cabinet communication systems for traffic signals. Other duties consist of taking support phone calls and emails to provide technical support service to customers throughout the U.S. and Canada. He provides testing and produces timing conventions for cities and consultants on Omni eX controller software.

Culver City Citywide Adaptive | Culver City, CA

Mr. Wage ran the field implementation on for Culver City and installed 2070 Controllers with *Omni* software at 102 intersections, connecting comms to each location and preparing documentation on cabinet and detection layout for the Adaptive portion of this project.

City of Temecula, CA

Mr. Wage performed the installation of controllers and conducted training of city technicians on software and troubleshooting for an Adaptive project throughout the city.

City of Gardena, CA

Mr. Wage installed new traffic signal controllers and software at 35 locations. He provided training and troubleshooting on controllers and cabinets to City technicians.

Engineering Technician | Stack Traffic Consulting

November 2016 – October 2017

Inspected signal turn-ons and provided timing for signal timing projects which included making Synchro models. He planned checks on construction jobs, providing Job site surveys on signal equipment and signal construction.

Support Technician | Iteris Video

February 2014 – November 2016

Provided support for Iteris video detection systems, installation of video systems customer support with all Iteris video products in the western half of the U.S.

Brent Trimmer | Senior Field Support Specialist



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SWARCO McCain, Inc. | Vista, CA

Years of Experience: 15

			F	ercenta	ge of Tot	al Contra	ct Hours	per Mo	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
					1.0%	0.5%						

Certifications

International Municipal Signal Association Level III Traffic Signal Electrician Certification

Work Experience

Senior Field Support Specialist | SWARCO McCain, Inc.

November 2021 - Present

Mr. Trimmer provides customer service and technical support for SWARCO McCain manufactured products. He conducts turn-on support for new and modified traffic signal systems, troubleshoot, repair, and provide solutions for potential field related issues. Other duties include but are not limited to traffic signal timing conversions, firmware and software related upgrades, product support training, site reviews for improvements, and over the phone guidance & support for our valued clients.

Principal Engineering Technician | County of Riverside

March 2016 - November 2021

Worked at the County's Transportation Department and was responsible for the traffic signal maintenance section and the sign and striping section, which included overseeing the maintenance duties of both sections under the Highway Operations Division of the Transportation Department. Managed the traffic signal database of (800) signal, lighting, and flasher devices, and eight contracted cities. Provide projected cost analysis estimates and made recommendations for cost saving measures regarding annual budgetary projections. Responsible for scheduling, assigning, and tracking projects numbers, logistics, database record keeping, inspection reports, administration support, plan checks & material submittal review, meetings and project related briefings with city and county management while ensuring compliance with manual of traffic control devices (MUTCD), Caltrans and county lighting standards and specifications.

Senior Traffic Signal Technician | County of Riverside

August 2010 - March 2016

Coordinated and assigned day-to-day projects, training, and supervising traffic signal technicians and contract workers. This included overseeing the maintenance duties and new construction of county-owned and city contracted traffic signals, warning flashers and highway lighting systems. Provided projected cost analysis estimates and made recommendations for cost saving measures regarding annual budgetary projections. Assisted maintenance technicians with technical support in troubleshooting, isolating, and repairing malfunctions, damaged equipment and/or defective components. Emergency stand by or after hour responsibilities include: responding to malfunctioning traffic signals, traffic collisions that resulted in knocked down poles or equipment, and replacing electrical conductors that have failed or shorted. Scheduled, coordinated and participated in the day-to-day operation of the county signal maintenance program. Investigate complaints regarding traffic signals, respond to emergency situations and provide back-up assistance to 24-after hours on call technician.

Senior Traffic Signal Technician | County of Riverside

August 2010 - March 2016

Responsible for maintenance of county owned and city contracted traffic signals, warning flashers and highway lighting systems. Duties included routine six-week preventative maintenance inspections, troubleshooting, isolating, and repairing malfunctions, damaged equipment and or defective components. Supported traffic signal supervisor upon request with contractor inspections of newly constructed traffic signals, upgrades, modifications, and turn-ons.

Spencer Stone | Junior Traffic Engineer





SWARCO McCain, Inc. | Vista, CA Years of Experience: 1

				Percenta	ge of Tot	al Contra	ct Hours	per Mo	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
	1.6%	2.6%	2.4%	1.8%	0.2%							

Education / Affiliations

Bachelor of Science in Civil Engineering, San Diego State University | San Diego, CA

Work Experience

Junior Traffic Engineer | SWARCO McCain, Inc.

July 2022 - Present

Mr. Stone helps in the process of deploying traffic controllers to customers by conducting timing conversions from legacy McCain products to the current Omni product. He assists customers with troubleshooting issues, works closely with software engineers to validate and test bug fixes, and new features to meet customer requirements. Recent projects include:

Fort Carson Controller Upgrade | Fort Carson, CO

Assisted with hardware and software upgrades for 25 controllers in the city. Timing conversions for all controllers and set up hi-resolution data collection for signal performance measurements. Created backgrounds for the aerial views of each controller in *Transparity*.

Santa Barbara Controller Upgrade | Santa Barbara, CA

Completed timing conversion for 12 intersections, which included railroad preempts, logic gates and overlaps. Assisted in setting up hi-resolution data for signal performance measurements.

CADD Operator | Atlas Engineering Consultants, San Diego, CA

October 2021 - July 2022

Mr. Stone created figures with AutoCAD, utilized in Geotechnical Reports for clients such as the US Navy, City of San Diego and Kimley-Horn. The figures included designs for retaining structures, footings and foundations per design standards and P.E. recommendations.

Network Technician | SDSU Enterprise Technology Services, San Diego, CA October 2017 – July 2019

Fulfilled network activation requests for the University's Enterprise Network that covers 35,000 users. During his time in this position, Mr. Stone helped implement an organizational spreadsheet that stored information regarding the physical and virtual locations of the 700 switches and 3,000 access points across campus.

Relevant Skills

Experienced with Tru-Traffic, QGIS, ATC Cyber Cabinet, AutoCAD and other Graphic Design Software's

John Thai, P.E. | Principal Traffic Engineer





Advanced Transportation Concepts | Irvine, CA Years of Experience: 35

			F	ercenta	ge of Tot	al Contra	ct Hours	per Moi	nth			
Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo, 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13
	0.9%	2.0%	2.0%	4.1%	 5.1%	2.5%	2.0%	1.8%	1.8%	0.2%	0.2%	

Education / Affiliations

Bachelor of Science in Electrical Engineering, California State University - Northridge | Northridge, CA California Registered Professional Engineer in Electrical and Traffic

Work Experience

Mr. John Thai is a registered Electrical and Traffic Engineer with over 35 years of experience in Intelligent Transportation Systems (ITS), traffic signal and traffic systems design, traffic signal timing and traffic event management. John has designed, operated, and maintained traffic control systems, CCTV and Changeable Message Sign (CMS) systems over an infrastructure of fiber optic, twisted pair, and wireless communications network. John has worked with ITS systems at the Cities of Los Angeles, Irvine, Anaheim, Santa Ana, and Chino.

Relevant Project Experience

City of Chino: HSIPL-5188 Edison Avenue Signal Design Project

Project Manager responsible for signal design and communications design of HSIPL-5188 Edison Project at Ramona, Yorba and Monte Vista.

City of Chino: The Interconnect Project

Project Manager responsible for design and integration of fiber optic and communication infrastructure to create a communications backbone that connects Chino City Hall with the Preserve. Provided construction support and systems integration during the construction phase of the project.

City of Chino: Project TM17571

Designed fiber optic splice diagram for Rincon Meadows on TM17571.

City of Anaheim: Lincoln and La Palma Avenues, Anaheim and Harbor Boulevards, Traffic Signal Synchronization Project

Project Manager responsible for design and integration of a new single mode fiber optic network and CCTV systems.

City of Anaheim: Anaheim Resort Changeable Message Signs

Project Manager responsible for design and integration of 10 changeable message signs with Skyline and Daktronics signs

Other Qualifications

Chair of the NTCIP Committee, Co-chair of the Advanced Traffic Controller Workgroup, and past member of the Board of Directors for ITS California. He is also an active member of Transportation's Research Board's Signal Systems Committee and other National Cooperative Highway Research Program's research committees on Active Traffic Management and Traffic Signal Clearance Intervals.





APPENDIX E: BID FORMS

The following required Bid Forms are included in **Appendix E**:

- Proposal form
- Bidder's Bond Form
- > Certificate of Assurance with Regard to Participate by Disadvantaged Business in Subcontracting
- Equal Employment Opportunity Certification
- ➤ Public Contract Code Section 10285.1 Statement
- Public Contract Code Section 10162 Questionnaire
- ➤ Public Contract Code 10232 Statement
- Non collusion Affidavit
- Debarment and Suspension Certification, Title 49, Code of Federal Regulations, Part 29
- Nonlobbying Certification for Federal-aid Contracts
- Disclosure of Lobbying Activities
- ➤ Bidder's List of Subcontractors (DBE and Non-DBE) Part I (Exhibit 12-B)
- ➤ Bidder's List of Subcontractors (DBE and Non-DBE) Part II (Exhibit 12-B')
- ➤ Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G)
- ➤ DBE Information-Good Faith Efforts (Exhibit 15-H)

INSSUED IN ADDENDUM 1

PROPOSAL FOR

ADVANCED TRAFFIC MANAGEMENT SYSTEM Signal Coordination Part 1 (T1K304)/CML 5109 (268) Traffic Signal Communications on Arterials (T1K305)/CML 5109 (269)

To the City Clerk of the City of Bakersfield:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Bakersfield, in the prescribed form of contract hereto annexed, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials in accordance with the plans and specifications for the above, filed in the office of the Finance Director of the City of Bakersfield and as specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the unit prices or lump sums set forth in the following schedule.

If this proposal is accepted and the undersigned fails to execute the aforesaid contract and to provide surely bonds and evidence of insurance acceptable to the City by the date specified in the schedule shown in Section 4 of the Special Provisions for this project, the City may, at its option, determine that the bidder has abandoned the bid proposal and the bidder's proposal guaranty shall be forfeited and shall become the property of the City. City shall then be free to accept the bid of another bidder.

A. SIGNAL COORDINATION PART 1 (T1K304) / CML 5109 (268)

21	D	IT	E	ľÚ	TC

Signed

Item No.	Estimated Quantity	Unit of Measure	lte _m	Unit Price (in figures)	Extension Price (in figures)
-1.	1	ĽS	Project Management	\$58,000.00	\$58,000.00
2.	1	LS	ASCT Detection at Intersections	\$208,610.00	\$208,610.00
3.	8 1.8	EΑ	ASCT Communication (Actelis Copper Ethernet) at Intersections	\$2,350.00	\$42,300.00
4.	1	LS	ATMS: Central System and ASCT	\$600,000.00	\$600,000.00
5.	94	EA	Local Controller and Software (Installed)	\$5,590.00	\$525,460.00
6.	1	LS	ATMS Configuration	\$137,570.00	\$137,570.00
7.	1	LS	System Testing, Verification, and Acceptance	\$51,140.00	\$51,140.00
8.	1	EA	Training	\$5,460.00	\$5,460.00
9.	1	ĹS	System Documentation	\$42,640.00	\$42,640.00
10.	1	LS	System Licenses, Warranty, Technical Support, and Maintenance Agreement	\$78,820.00	\$78,820.00

PROJECT SUB TOTAL (A) \$ \$1,750,000.00

CROSSTOWN ELECTRICAL & DATA, INC.

Company

Page 1 of 5

ISSUED IN ADDENDUM 4

B. TRAFFIC SIGNAL COMMUNICATIONS ON ARTERIALS (T1K305) / CML 5109 (269)

BID ITEMS

Item No.	Estimated Quantity	Unit of Measure	ltem	Unit Price (in figures)	Extension Price (in figures)
1.	1	LS	Project Management	\$18,320.00	\$18,320.00
2.	1	LS	ASCT Detection at Intersections	\$38,560.00	\$38,560.00
3.	17 18	EA	ASCT Communication (Actelis Copper Ethernet) at Intersections	\$2,350.00	\$42,300.00
4.	1	LS	ATMS Central System and ASCT	\$171,000.00	\$171,000.00
5.	30	EA	Local Controller and Software (Installed)	\$5,590.00	\$167,700.00
6.	1	LS	ASCT Configuration	\$44,440.00	\$44,440.00
7.	1	LS	System Testing, Verification, and Acceptance	\$21,380.00	\$21,380.00
8.	1	LS	Training	\$2,720.00	\$2,720.00
9.	1	LS	System Documentation	\$14,780.00	\$14,780.00
10.	1	LS	System Licenses, Warranty, Technical Support, and Maintenance Agreement	\$28,800.00	\$28,800.00

PROJECT SUB TOTAL (B) \$ \$550,000.00

PROJECT TOTAL (A+B) \$ \$2,300,000.00 Bidder acknowledges receipt of the following addenda: 1, 2, 3, & 4 Clearly list any and all addenda numbers received on this project, above and on the lower left-hand corner of the sealed bid return envelope. The representations made herein are made under the penalty of perjury. N/A Signed Bidder DAVID P. HEERMANCE, PRESIDENT Mailing Address if different than Street Address CROSSTOWN ELECTRICAL & DATA, INC. N/A N/A N/A Company City State Zip Code (626) 813-6693 5454 DIAZ STREET Telephone Number, including Area Code Street Address **IRWINDALE** CA 756309 EXP: 11/30/2024 91706 License Number and Expiration Date State Zip Code City 22-3611877 EXP: 06/30/2023 21 00052061 Federal Employer ID Number City's Business License Number and Expiration Date

The Extension Price has been calculated by multiplying the Estimated Quantity by the Unit Price. In the case of lump sum items, the Estimated Quantity shall be unity. The Bid Total is the sum of all Extension Prices. Bidder agrees that in case of any discrepancy between the Unit Price(s) and the respective Extension Price(s) and/or the Bid Total, the Unit Price(s) shall prevail, and the bid submitted shall be the correctly computed sum of all correctly computed Extension Prices, provided, however, if the amount set forth as a Unit Price is unintelligible or omitted, then the amount set forth in the Extension Price column for the item shall be used to determine the correct Unit Price in accordance with the following:

- a. As to lump sum items, the amount set forth in the Extension Price column shall be the Unit Price.
- b. As to unit basis items, the amount set forth in the Extension Price column shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

 As to unit basis items, the amount set forth in the Extension Price column shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.
 Page 2 of 5

PROPOSAL FOR: ADVANCED TRAFFIC MANAGEMENT SYSTEM
Signal Coordination Part 1 (T1K304)/CML 5109 (268)
Traffic Signal Communications on Arterials (T1K305)/CML 5109 (269)

LIST OF SUBCONTRACTORS

All persons or parties submitting a bid proposal on the project shall complete the following form, setting forth the information about each subcontractor as required by Section 4100 of the Public Contract Code, which is summarized in Section 2-1.07 of the project's Special Provisions. The bidder's attention is directed to provisions of Section 4100 which impose penalties for failure to provide the required correct information within the required time frame. Corrected information must be submitted to the Purchasing Officer.

NOTE: The dollar value of work for each subcontractor, if not shown on this form when submitted with bid, MUST be provided by the bidder to the Purchasing Officer within twenty-four (24) hours of proposal submittal deadline. Otherwise, the City, at its sole discretion, may reject the bid as non-responsive.

Subcontractor's Name	Subconfractor's Business Address, including City,	Subcontractor's California Contractor License Number	Description of portion of work subcontracted, include Item Number from Proposal Form	Dollar value of portion of work subcontracted
SWARCO McCAIN, INC.	2365 OAK RIDGE WAY, VISTA, CA	N/A (HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES VENDOR)	S,	1 63 1
ADVANCED TRANSPORTATION CONCEPTS	IRVINE, CA	N/A (PROFESSIONAL SERVICES VENDOR)	ENGINEERING SERVICES	\$358,000.00
Attach additional sheets if needed. \$ \$1,505,302.00	s if needed.	Total Doll	Total Dollar Value of Subcontracted Work	Work

Signed Signed Signed Bidder DAVID P. HEERMANCE, PRESIDENT Page 3 of 5

CROSSTOWN ELECTRICAL & DATA, INC.

Company

PROPOSAL FOR: ADVANCED TRAFFIC MANAGEMENT SYSTEM Signal Coordination Part 1 (T1K304)/CML 5109 (268) Traffic Signal Communications on Arterials (T1K305)/CML 5109 (269)

Accompanying this proposal is BIDDER'S BOND [NOTICE: In the blank above, insert the words "cas "bidder's bond," as the case may be], in an amount equal to at least ten percent of the total of	h (\$)," "cashier's check," "certified check," or the bid.
The names of all persons interested in the foregoing pro	posal as principals are as follows:
names of the president, secretary, treasurer, and manag	son is a corporation, state legal name of corporation, also per thereof; if a copartnership, state true name of firm, also dder or other interested person is an individual, state first
DAVID P. HEERMANCE, PRESIDENT	WENDY M. PARKER, VICE PRESIDENT
ANDREA HEERMANCE, SECRETARY	BENJAMIN HEERMANCE, CFO
Contractor's License No. 756309 SIGN HERE	CROSSTOWN ELECTRICAL & DATA, INC. DAVID P. HEERMANCE, PRESIDENT Signature of Bidder
signature of the officer or officers authorized to sign copartnership, the true name of the firm shall be set forth a authorized to sign contracts on behalf of the copartners placed above. If signature is by an agent, other than a	e corporation shall be set forth above together with the contracts on behalf of the corporation; if bidder is a above together with the signature of the partner or partners ship; and if bidder is an individual, his signature shall be n officer of a corporation or a member of a partnership, a the City of Bakersfield prior to opening bids or submitted egular and unauthorized.
Business Address	
(626) 813-6693 Telephone Number	
ACTON, CA	
Place of Residence	
MAY 5, 2023	
Signed Bidder DAVID P. HEERMANCE, PRESIDENT	CROSSTOWN ELECTRICAL & DATA, INC. Company

PROPOSAL FOR: ADVANCED TRAFFIC MANAGEMENT SYSTEM Signal Coordination Part 1 (T1K304)/CML 5109 (268) Traffic Signal Communications on Arterials (T1K305)/CML 5109 (269)

As an aid in determining whether a bidder is responsible to perform a public works construction project, the CITY requires every bidder to complete the following questionnaire. This questionnaire is based upon the requirements of California Public Contract Code Sections 6100, 1103, 2001, 6250, 10162, 10345, 10780-10785, 20100, 20103.5, 20175.2, 33000. All bidders must demonstrate compliance with those code sections.

In the event that a bidder answers "YES" to any single question, fails to submit a fully completed questionnaire, or submits false information, the City can utilize that information as a reason to determine that the minimum qualifications are not met and that the bidder should not be considered a qualified bidder for purposes of bidding on this project.

The questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the awarding agency and provide updated accurate information in writing, under penalty of perjury.

		answer	your for each stion.
1.	Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time in the last five years?	Yes	(No
2.	Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?	Yes	®
3.	At the time of submitting this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a contractor on a public works contract, pursuant to either California Labor Code Section 1777.1 (prevailing wage violations) or Labor Code Section 1777.7 (apprenticeship violations)?	Yes	(SO)
4.	At any time in the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government/public construction project, or the bidding or performance of a government/public contract?	Yes	®
5.	Within the last five years, has your firm been assessed liquidated damages on any public contract?	Yes	®
6.	Within the last three years has your firm or representatives been debarred from bidding on, or completing any public works construction contract for any reason?	Yes	®
7.	Has CAL OSHA assessed penalties against your firm for any serious or willful violation occurring on a construction project at any time in the last three years?	Yes	@
8.	In the past three years, have civil penalties or Notice of Complaint (letter of warning) been issued or assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements by the California Division of Apprenticeship Standards (DAS)?	Yes	8
9.	In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements?	Yes	@
10.	Has your firm been assessed penalties for violation of public works prevailing wage requirements by the DLSE (Labor Commissioner)?	Yes	№

L	requirements by the DLSE (Labor Commissioner)?	
I, th	he undersigned, certify and declare that I have read and understood the questionnaire. I declare	under penalty
of p	perjury under the laws of the State of California that the foregoing is true and correct.	
Si	igned CROSSTOWN ELECTRICAL & DATA, IN	C.

MAY 5, 2023 Date

Bidder DAVID P. HEERMANCE, PRESIDENT

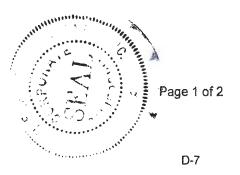
Company

BIDDER'S BOND

(To Accompany Proposal) (Not necessary if cash or certified check is with bid)

KNOW ALL MEN BY THESE PRESENTS:

		_as principal, an	d Fidelity ar	nd Depo	sit Company	of Maryland	<u></u>
440						and the control of th	15 141114114145
as surety, are I	neld and firmly bou	ind unto the City	of Bakersfi	eld, a b	ody politic ar	d corporate	of the State of
California, in the	sum of Ten Per	cent of the Amou	nt Bid	do	llars (\$ <u>10%</u>		_), to be paid to
said City, for	which payments, which	well and truly to	be made;	we bir	nd ourselves,	our heirs,	executors and
administrators,	successors or assig	ns, jointly and se	verally by the	ese pres	sents.		
THE CONDITIO	N OF THIS OBLIG	ATION IS SUCH	4 •				
	That if the certain	proposal, hereu	nto annexed,	to cons	struct PROPO	SAL FOR:	
	Signa	VANCED TRAF Il Coordination I Communication	Part 1 (T1K3	04)/CMI	L 5109 (268)	09 (269)	
Council of said shall duly enter and deliver the above bounden otherwise it sha	akersfield as referred city and if the above into and execute a two bonds required principal, that said libe and remain in WHEREOF, we	re bounden princ a contract, to cor by law, within te contract is ready full force and effe	pal, heirs, ex estruct said in an days (not in for execution ect.	recutors mprover ncluding n, then t	s, administrato ments aforem g Sunday) fro this obligation	ors, successors, successors, successors, and the date of shall become	ors and assigns nd shall execute of a notice to the
David & He	rical & Data, Inc. (Seal) ermance, Pres pany of Maryland(Seal) (Seal)	ident					



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of _____ Date before me, Here insert Name and Title of the Officer 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 ***SEE ATTACHED*** 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 Place Netary Seal Above - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)				
Signer's Name:	Signer's Name:			
□ Individual	☐ Individual			
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):	and of a north all the selections and the selection of th		
Partner — Climited C General	☐ Partner — ☐ Limited ☐ General	RIGHT THUMBPRINT		
Attorney in Fact OFSIGNER	☐ Attorney in Fact	OF SIGNER		
Trustee Top of thumb here	□ Trustee	Top of thumb here		
☐ Guardian or Conservator	☐ Guardian or Conservator	and a second of the		
Other:	Other:	William of Wilson Committee of Wilson of American Committee of Wilson of American Committee of Wilson of American Committee of Ameri		
Signer Is Representing:	Signer Is Representing:			
		Name of the last o		

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CALIFORNIA ALL-PURPOSE 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.

County of Orange	}
	,
On April 19th, 2023 before me,	Melissa Ann Vaccaro , Notary Public Insert Name of Notary exactly as it appears on the official seal
personally appearedDv	vight Reilly Name(s) of Signer(s)
MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026	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/the 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.
Place Notary Seal Above	Signature Signature of Notary Public Melissa Ann Vaccaro
	OPTIONAL —
Though the information below is not required be and could prevent fraudulent remove	y law, it may prove valuable to persons relying on the document and reattachment of the form to another document.
Title or Type of Document: Bid Bond	
Title or Type of Document: Bid Bond	Number of Pages: Two (2)
Title or Type of Document: Bid Bond Document Date: April 19th, 2023	Number of Pages: Two (2)
Description of Attached Document Title or Type of Document: Bid Bond Document Date: April 19th, 2023 Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	Number of Pages: Two (2)

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of November,, A.D. 2022.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 10th day of November,, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

opal summing

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

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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.

Tallarly of that accuments	
State of California County ofLos Angeles)
OnApril 21, 2023 bef	fore me, Alexandra V. Muniz, Notary Public (insert name and title of the officer)
personally appeared David P. Heel	rmance
who proved to me on the basis of satisf subscribed to the within instrument and his/her/their authorized capacity(ies), a	factory evidence to be the person(s) whose name(s) is/are if acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY paragraph is true and correct.	Y under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	ALEXANDRA V. MUNIZ COMM. # 2318798 3 NOTARY PUBLIC - CALIFORNIA 60 LOS ANGELES COUNTY My Commission Expires Jenuary 11, 2024
Signature SUX and U. 1	Min (Seal)

CERTIFICATE OF ASSURANCE WITH REGARD TO PARTICIPATION BY DISADVANTAGED BUSINESSES IN SUBCONTRACTING

(Complete and submit with Proposal)

ADVANCED TRAFFIC MANAGEMENT SYSTEM Signal Coordination Part 1 (T1K304)/CML 5109 (268) Traffic Signal Communications on Arterials (T1K305)/CML 5109 (269)

<u>POLICY</u>. It is the policy of the City of Bakersfield that disadvantaged businesses (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with Federal funds. The disadvantaged businesses requirements of 49 CFR Part 26 apply to this agreement and the work to be performed pursuant to this agreement.

OBLIGATION. The Contractor agrees to ensure that disadvantaged businesses (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of subcontracts for work financed in whole or in part with the Federal funds provided pursuant to this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged businesses have the maximum opportunity to compete for and perform subcontract work. Additionally, Contractor agrees not to discriminate on the base of race, color, national origin, or sex in the award and performance of subcontracts for work financed, in whole or in part, with the Federal funds provided pursuant to this agreement.

CERTIFICATION. The Contractor certifies that:

In accordance with the above described policy and obligation and the DBE provisions of the special provisions of this contract, the Contractor has taken affirmative actions to seek out and consider disadvantaged businesses for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in Contractor's records and are available upon request. In addition, Contractor will take such affirmative action on any future subcontracting relating to this contract.

Dated MAY 5, 2023

Contractor's Signature:

Printed Name: DAVID P. HEERMANCE, PRESIDENT

Company Name: CROSSTOWN ELECTRICAL & DATA, INC.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder CROSSTOW	N ELECTRICAL & DATA, INC.	
proposed subcontractor	, hereby certifies that he	
has X , has not _	, participated in a previous contract or subcontract subject to the equal opportun	ity
	xecutive Orders 10925, 11114, or 11246, and that, where required, he has filed with t	
Joint Reporting Committ	ee, the Director of the Office of Federal Contract Compliance, a Federal Governme	∍nt
contracting or administer	ng agency, or the former President's Committee on Equal Employment Opportunity,	all
reports due under the ap	olicable filling requirements.	

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares
under penalty of perjury under the laws of the State of California that the bidder has $\underline{\hspace{1cm}}$, has not $\underline{\hspace{1cm}}$ been convicted
within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery,
collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the
bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section
1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the
University of California or the Trustees of the California State University. The term "bidder" is understood to
include any partner, member, officer, director, responsible managing officer, or responsible managing employee
thereof, as referred to in Section 10285.1.
Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
Public Contract Code Section 10162 Questionnaire
In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the
following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the
bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or
local government project because of a violation of law or a safety regulation?
Yes No _X
If the answer is yes, explain the circumstances in the following space.

D-11

NONE

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of BAKERSFIELD DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATIONTITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (I) 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.
- (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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

90111 EE 1E 111101 1	Title Picologic Lobb (into) is	0117111201 011007 111 10 01 010101 1002
1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
	n hid/offer/application	a initial
a. contract	a. bid/offer/application b. initial award	a. initial b. material change
b. grant cooperative agreement	c. post-award	b. Material Change
d. Voan	o. poor awara	For Material Change Only:
e. loan guarantee		yearquarter
f. loar insurance		date of last report
4. Name and Address of Reportin	g Entity	5. If Reporting Entity in No. 4 is Subawardee,
		Enter Name and Address of Prime:
Prime	Subawardee Tier, if known	
	Tiel, il Kilowii	
	NONE	
Congressional District, if known:		Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description:
The state of the s		
		CFDA Number, if applicable
8. Federal Action Number, if know	n:	9. Award Amount, if known:
10. a. Name and Address of Lobb	v Entity	b. Individuals Performing Services (including
(If individual, last name, first		address if different from No. 10a)
	,,	(last name, first name, MI)
	(attach Continuation Sheet	(s) if necessary)
	\	
11. Amount of Payment (check all that apply)		13. Type of Payment (check all that apply)
actual planned		a. retainer
	platified []	
12. Form of Payment (check all th	at apply)	b. one-time fee
		c. commission
a. cash		d. contingent fee
b. in-kind; specify: nature value	•	e. deferred
value		\ \
		f. other, specify
14. Brief Description of Services I	Performed or to be performed	and Date(s) of Service, including officer(s),
employee(s), or member(s) contact	ted for Payment Indicated in	Item 11:
15. Continuation Sheet(s) attache		
	Yes	
16. Information requested through this for	orm is authorized by Title 31	Signature:
U.S.C. Section 1352. This disclosure of I	obbying reliance was placed by	/ Sold // lad worder on
the tier above when his transaction was made or entered into. This		Print Name: DAVIO P. HEERMANCE
disclosure is required pursuant to 31 U.S.C. 1352. This information will be report to Congress semiannually and will be available for public inspection.		THE PRECIPENT
Any person who fails to file the required of	lisclosure shall be subject to a	Title: PRESIDENT
civil penalty of not less than \$10,000 and not more than \$100,000 for each		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»



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BAKERSFIELD

PUBLIC WORKS DEPARTMENT ADDENDUM TO BID DOCUMENTS

Addendum No. 1

Page 1 of 2

Project:

Advanced Traffic Management System (ATMS)

Project Number:

T1K304, T1K305

Bid Due Date:

April 4, 2023 April 25, 2023

Time:

11:00 am

Anticipated Contract Award Date:

May 24, 2023 June 14, 2023

Today's Date:

March 23, 2023

NOTICE TO ALL CONTRACTORS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Plans and Specifications for the above referenced project. Such changes and/or additions are hereby made a part of the Plans and Specifications and shall take precedence over anything to the contrary therein.

CLARIFICATION / NOTICE:

- 1. Bidders should be aware that the Deadline for Submitting Proposals was changed to April 25, 2023.
- Bidders should be aware that the Part C, Request for Proposal Advanced Traffic Management System (ATMS), section 4.3 "Item Three: ASCT Communication (Actellis Copper Ethernet) at Intersections" has been modified.
- 3. Bidders should be aware that Appendix C: "Infrastructure Inventory" has been modified.
- 4. Bidders should be aware that Part D, proposal forms for Part A and Part B have been modified.

SPECIFICATIONS:

- 1. In Part C, replace Request for Proposal Advanced Traffic Management System (ATMS), section 1.2 "Anticipated Schedule". See Attached.
- 2. In Part C, replace Request for Proposal Advanced Traffic Management System (ATMS), section 4.3 "Item Three: ASCT Communication (Actellis Copper Ethernet) at Intersections". See Attached
- 3. In Part C, replace Appendix C "Infrastructure Inventory", "Signal Coordination Part 1, Infrastructure Inventory" sheet. See Attached
- 4. In Part C, replace Appendix C "Infrastructure Inventory", "Traffic Signal Communications on Arterials, Infrastructure Inventory" sheet, See Attached.
- 5. In Part D, replace Part A proposal form. See Attached
- 6. In Part D, replace Part B proposal form. See Attached

NOTE: All contractors bidding this work shall denote in their proposal that they have received ADDENDUM NO. 2.

Addendum approved by:

Susanna Kormendi

Civil Engineer III, Traffic Engineering

Kim Berrigan

Purchasing Officer

ACKNOWLEDGMENT

DAVID P. HEERMANCE, PRESIDENT

CROSSTOWN ELECTRICAL & DATA, INC.



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PUBLIC WORKS DEPARTMENT ADDENDUM TO BID DOCUMENTS

Addendum No. 2

Page 1 of 2

Project: Advanced Traffic Management System (ATMS)

Project Number:

T1K304, T1K305 April 25, 2023

Bid Due Date: Time:

11:00 am

Anticipated Contract Award Date:

June 14, 2023

Today's Date:

March 31, 2023

NOTICE TO ALL CONTRACTORS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Plans and Specifications for the above referenced project. Such changes and/or additions are hereby made a part of the Plans and Specifications and shall take precedence over anything to the contrary therein.

CLARIFICATION / NOTICE:

- 1. Bidders should be aware that Part A, section 4-1.01 has been modified.
- 2. Bidders should be aware that Part A, section 5-1.33 has been modified.
- 3. Bidders should be aware that the Part C, Request for Proposal, has been modified.
- 4. Bidders should be aware that Part C, Appendix A: "Central Traffic Signal System Requirements" has been modified.
- 5. Bidders should be aware that Part C, Appendix C: "Infrastructure Inventory" has been modified.

SPECIFICATIONS:

- 1. In Part A, replace section 4-1.01. See attached
- 2. In Part A, replace section 5-1.33. See attached
- 3. In Part C, Request for Proposal, replace section 2.1 "Submittal of Proposal". See attached
- 4. In Part C, Request for Proposal, replace section 3.4 "Questions". See attached
- 5. In Part C, Request for Proposal, *replace* section 4.7 "Item Seven: System Testing, Verification, and Acceptance". See attached
- 6. In Part C, Appendix A attach requirements 120 through 187. See attached.
- 7. In Part C, Appendix C replace Signal Coordination Part 1 Detector Layout sheets for "Coffee & Gosford", "Chester", "23rd St.", and "24th St." segment intersections. See attached.
- 8. In Part C, Appendix C, replace Traffic Signal Communications on Arterials Infrastructure Inventory. See attached.
- In Part C, Appendix C, replace Traffic Signal Communications on Arterials Detector Layout sheets for "California, New Stine, & Stine" and "Calloway & Old River" segment intersections. See attached.
- 10. In Part D. attach Exhibit 15-G "Construction Contract DBE Commitment". See attached.
- 11. In Part D, attach Exhibit 15-H "Proposer/Contractor Good Faith Efforts". See attached.

S.\Traffic_Ops\CMAQ\Project_20_22\1_Signal Coordination Part 1\Addendum\ADDENDUM_2_ATMS_033123

NOTE: All contractors bidding this work shall denote in their proposal that they have received ADDENDUM NO. 1.

Addendum approved by:

Ryan Starbuck Traffic Engineer

Kim Berrigan Purchasing Officer

ACKNOWLEDGMENT

DAVID P. HEERMANCE, PRESIDENT CROSSTOWN ELECTRICAL & DATA, INC.



BAKERSFIELD

THE SOUND OF Something Better

BAKERSFIELD

PUBLIC WORKS DEPARTMENT ADDENDUM TO BID DOCUMENTS

Addendum No. 3

Page 1 of 2

Project:

Advanced Traffic Management System (ATMS)

Project Number:

T1K304, T1K305

Bid Due Date:

April 25, 2023 May 9, 2023

Time:

11:00 am

Anticipated Contract Award Date:

June 14, 2023 July 12, 2023

Today's Date:

April 14, 2023

NOTICE TO ALL CONTRACTORS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Plans and Specifications for the above referenced project. Such changes and/or additions are hereby made a part of the Plans and Specifications and shall take precedence over anything to the contrary therein.

CLARIFICATION / NOTICE:

- 1. Bidders should be aware that responders to the request for bid proposals (i.e., prospective prime contractors) are not required to possess a General Engineering Contractor (A) or Electrical Contractor (C-10) license. However, any contractors or subcontractors performing traffic signal cabinet equipment installations and/or detection modifications are required to possess a General Engineering Contractor (A) and/or Electrical Contractor (C-10) license, depending on the work contracted.
- 2. Bidders should be aware that Proposal Submittal Deadline was changed to May 9, 2023.
- 3. Bidders should be aware that Part A, "Notice to Contractors" has been modified.
- 4. Bidders should be aware that Part A, Section 2-1.11, "Public Opening of Proposals" has been modified.
- 5. Bidder should be aware that Part C, Section 7-1.01, "Relations with Property Owners" has been modified.
- 6. Bidders should be aware that Part C, Appendix B: "Adaptive Signal Requirements" has been modified. Cells containing ASCT requirements for numbers 2.2.0-2 & 2.2.0-3, and 2.2.0-5.0-3 & 2.4.0-2 are now split.

SPECIFICATIONS:

- 1. In Part A, replace "Notice to Contractors". See attached.
- 2. In Part A, *replace* section 2-1.11 "Public Opening of Proposals". See attached.
- 3. In Part C, replace section 7-1.01 "Relations with Property Owners". See attached.
- 4. In Part C, Request for Proposal, replace section 1.2 "Anticipated Schedule". See attached.
- 5. In Part C, Request for Proposal, replace section 2.1 "Submittal of Proposal". See attached
- 6. In Part C, Request for Proposal, replace section 3.4 "Questions". See attached
- 7. In Part C, Appendix B, *replace* sheet 3. See attached.

Advanced Traffic Management System

NOTE: All contractors bidding this work shall denote in their proposal that they have received ADDENDUM NO. 3.

Addendum approved by:

Ryan Starbuck Traffic Engineer Kim Berrigan

Purchasing Officer

ACKNOWLEDGMENT

DAVID P. HEERMANCE, PRESIDENT CROSSTOWN ELECTRICAL & DATA, INC.



BAKERSFIELD

THE SOUND OF Something Better

BAKERSFIELD

PUBLIC WORKS DEPARTMENT ADDENDUM TO BID DOCUMENTS

Addendum No. 4

Page 1 of 2

Project:

Advanced Traffic Management System (ATMS)

Project Number:

T1K304, T1K305

Bid Due Date:

May 9, 2023

Time:

11:00 am 5:00 PM

Anticipated Contract Award Date:

July 12, 2023

Today's Date:

May 1, 2023

NOTICE TO ALL CONTRACTORS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Plans and Specifications for the above referenced project. Such changes and/or additions are hereby made a part of the Plans and Specifications and shall take precedence over anything to the contrary therein.

CLARIFICATION / NOTICE:

- 1. Bidders should be aware that the proposal submittal deadline <u>time of day</u> has been changed from 11:00 AM to 5:00 PM.
- 2. Bidders should be aware that Part A, "General Description of Work", has been modified to reflect the correct dollar amount of the project that shall not be exceeded.
- 3. Bidders should be aware that an alternative manufacturer to Actelis brand ethernet-over-copper may be accepted upon approval by the City.
- 4. Bidders should be aware that the Davis-Bacon Wage Determination (CA20230015) applicable to this project has been modified. The current modification is dated March 17, 2023. See attached

SPECIFICATIONS:

- 1. Replace bid specifications book cover sheet. See attached.
- 2. In Part A, Replace "General Description of Work". See attached
- 3. In Part C, Request for Proposal, *Replace*, section 4.1 "ITEM THREE: ASCT COMMUNICATION (ACTELLIS COPPER ETHERNET) AT INTERSECTIONS". See attached.
- 4. In Part D, Replace Proposal Form Part B. See attached.

NOTE: All contractors bidding this work shall denote in their proposal that they have received ADDENDUM NO. 4.

Addendum approved by:

Ryan Starbuck Traffic Engineer Olimpia Frederick

Interim Purchasing Officer

ACKNOWLEDGMENT

DAVID P. HEERMANCE, PRESIDENT CROSSTOWN ELECTRICAL & DATA, INC.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: CML 5109 (268) AND CML 5109 (269)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	(Y/N)	DBE Cert Number	Annual Gross Receipts
NAME				DIR Reg Number			< \$1 million
							< \$5 million
NONE							< \$10 million
ity, State				W			< \$15 million
							Age of Firm in years
AME							< \$1 million
							< \$5 million
							< \$10 million
ity, State							< \$15 million
							Age of Firm in
							years
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							< \$10 million
City, State					1		< \$15 million
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11117			ļ				years
NAME							< \$1 million < \$5 million
							< \$10 million
City, State					1		< \$15 million
							Age of Firm in years
NAME							<\$1 million
TOTAL							< \$5 million
							< \$10 million
City, State					1		< \$15 million
							Age of Firm in
	1	1	1	1	1		years

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Biddershall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER
CML 5109 (268) AND CML 5109 (269)

Subcontractor Name & Location	Line Hem & Description	Subconfract Amount	Percentage of Bid Hem Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME							< \$1 million
NONE			1				< \$5 million
NONE							< \$10 million
City, State		ł					<\$15 million
			in vertical and control of the contr				Age of Firm in years
NAME							< \$1 million
							< \$5 million
			l				< \$10 million
City, State							< \$15 million
							Age of Firm in years
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City, State							< \$15 million
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City, State		1					< \$15 million
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NAME							<\$1 million
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NAME		 					<\$1 million
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							Age of Firm in years
NAME		 					<\$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in
		1		1			year #

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

ISSUED IN ADDENDUM 2

Exhibit 15-G: Construction Contract DBE Commitment

1. L'ocal Age	ency: CITY OF BAI	KERSFIELD		2, 0	ontract DBE Go	at: 4º	%	
3. Project De	escription: ADVANCED TRAF	FIC MANAGEMEN	T SYSTEM, SIGNAL C	OORDINATION PAI	RT 1 (T1K304), TRAF	FIC SIGNAL COMMU	INICATIONS ON AR	TERIALS (T1K305)
4. Project Lo	ocation: CITY OF B	AKERSFIEL	D					
	Name: CROSSTOWN	ELECTRICAL	& DATA, INC.	6. Prime Certifi	ied DBE:	7. Bid Amount:	2,300,00	0.00
	ar Amount for ALL Subce					ALL Subcontract	lors: 0	
			}		ſ·			
10. Bid Item Number	11, Description of Worl Materials Supp	olied	12, NAICS or Work Calegory Codes	13, DBE Certification Number	(Must be ce	E Contact Informatified on the da opened)	te bids are	15. DBE Dollar Amount
PART B, BI # 5 (PARTIAI	2070 LX ATC contro	artial - Qty. 30 ollers		39438	DENNISE RI 5842 E. TER	RACE AVE.	ES	\$111,960.00
PART A&B, I # 3 (PARTIA		- Partial - Qty.	ł .	39438	FRESNO, CA 559-392-112			\$50,788.00
	ACTELIS ETHERN	ET SWITCHES						\$162,748.00 X60%
						**************************************		\$97,648.80
Local Ager	ncy to Complete this Sec	tion upon Exe	cution of Award	16 TOT	AL CLAIMED	DRE PART	ICIPATION	
	jency Contract Number:			10, 10,		, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	1011 2111011	\$97,648.00
23. Federal-	Aid Project Number:							4.2 %
24. Bid Ope	ning Date:			7				4.2 %
25. Contrac	t Award Date;				- 11		15 - 15 - 17	
26. Award	Amount:			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. item(s) of work listed above must be contained and items of the work in the "Sut bid. Written confirmation of each listed in the "Sut bid."					k in the "Subcon	tractor List" sub		
				R	mppu	æmorce	5/9/20	
27. Local A	gency Representative's Si	gnature 2	28. Date	1	r's/Signature P. HEERMAN	ICE	18, Da 626-8	nte 13-6693
29. Local A	gency Representative's Na	ame 3	30. Phone	19. Preparer's Name 20. Phone PRESIDENT				
31. Local A	gency Representative's Til	ile		21. Prepare				

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.
3. Include additional copy with award package.

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency Enter the name of the local agency that is administering 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(s) as it appears on the project advertisement.
- 5. Bidder's Name Enter the contractor's firm name.
- 6. Prime Certified DBE Check box if prime contractor is a certified DBE.
- 7. Bid Amount Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for <u>ALL</u> Subcontractors Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of <u>ALL</u> subcontractors Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number Enter bid item number for work, services, or materials supplied to be provided.
- 11. 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 contractor'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.
- 12. NAICS or Work Category Codes Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- **14. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount Enter the subcontracted dollar amount of the work to be performed or service to be provided.
- Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.

 16. Total Claimed DBE Participation \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
- %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid 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).
- 17. Preparer's Signature The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date Enter the date contract bids were opened.
- 25. Contract Award Date Enter the date the contract was executed.
- 26. Award Amount Enter the contract award amount as stated in the executed contract.
- 27. 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 Contractor Section of this form is complete and accurate.
- 28. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



LOGISTICAL ENTERPRISES

5842 E. Terrace Ave. Fresno, CA 93727 (559) 392-1124 DBE Certification #39438

5/4/2023

QUOTE # DR230504S

Small business certification #1374361

CITY OF BAKERSFIELD ATMS

30 2070LX ATC CONTROLLER: 1C, 2E+, 3B, 4A, LINUX, OMNI INTERSECTION CONTROL SOFTWARE

3,732.00 \$ 111,960.00

Sales tax to be added as determined by the final BOM and delivery address. If I can be of further assistance, please contact me @ 559-392-1124. Please include the quote number when placing the order.

Thank you, Dennise Rivera



LOGISTICAL ENTERPRISES

5842 E. Terrace Ave. Fresno, CA 93727 (559) 392-1124

DBE Certification #39438

Small business certification #1374361

5/5/2023

QUOTE # DR230505 VALID 30 DAYS

CITY OF BAKERSFIELD ATMS

36	ML684D-M 4 PAIRS EFM-BONDED G SHDSL, E AND EXTENDER, 6X10/100/1000BASET+2X10100 SFP, DIN RAIL, FANLESS, BYPASS SWITCH, DU DIN RAIL CLIP AND SFP SHOULD BE ORDERED	/100 IAL F	OBASE-FX POWER INPO		
		\$	1,269.00	\$	45,684.00
36	AC-DC ADAPTER NA FOR ML600/ML740/ML58 REVB/ML530/ML540E;DOE6 COMPLIANT 110/2: FEED, NORTH AMERICAN TYPE POWER CORD		AC		
		\$	70.00	\$	2,520.00
36	DSL DUAL PORT CABLE 2 X RJ45 TO OPEN EN DSL DUAL PORT CABLE 2 X RJ45 TO OPEN EN FOR CONNECTING 4 PAIRS ML648D INDUSTRIA	D SO)LID;		
	DSL LINES TO A TERMINAL BLOCK	\$	44.00	\$	1,584.00
	SHIPPING COSTS			\$	1,000.00
			TOTAL	\$	EO 700 OO
			TOTAL	Þ	50,788.00

STANDARD HW WARRANTY, FOR 2 YRS FROM SHIPMENT; FACTORY REPAIR & RETURN WITH 30 DAY REPAIR TIME. TELEPHONE ASSISTANCE FOR 2 YRS FROM SHIPMENT; REMOTE 9X5 TELEPHONE ASSISTANCE EXCEPT HOLIDAYS. STANDARD SW WARRANTY FOR 90 DAYS FROM SHIPMENT; ON DEMAND PATCH/BUG FIXES.

Sales tax to be added as determined by the final BOM and delivery address. If I can be of further assistance, please contact me at 559-392-1124

Please include the quote number when placing the order.

Thank you, Dennise Rivera

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

	CMI E100/269)	Cost Proposal Due	Date _	MAY 9, 2023	PE/CE
Federal-aid Project No(s).	CML 5109(268) CML 5109 (269)	Bid Opening	Date_	MAY 9, 2023	CON
The CITY OF BAKERSFIE goal of 4 % for this co to meet or exceed the DBI	es	stablished a Disadvar	taged	Business Enterpris	se (DBE) faith efforts
Proposers or bidders subrealendar days from cost posubmit the following informexhibit 15-G: Construction DBE goal. This form protes administering agency detected by the firm was not certified.	roposal due date or nation even if the Ex n Contract DBE Con lots the proposer's dermines that the bid at bid opening, or t	bid opening. Proposichibit 10-O1: Consultantiment indicate that indicate the bidder's eligibility for der failed to meet the he bidder made a ma	ers and ant Pro t the pro r awar goal fo thema	I bidders are recor posal DBE Comm oposer or bidder he d of the contract if or various reasons tical error.	mmended to itments or has met the the , e.g., a
The following items are lis Provisions, <mark>please attach</mark>			t DRF (Commitment" of th	ie Special
 A. The names and da project was placed publication): 		tion in which a reques se attach copies of a			
Publications				Dates of Advertis	ement
N/A					
	C-11-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-				
B. The names and da the dates and met whether the DBEs confirmations, etc.	hods used for follow were interested (pl	es sent to certified DE ving up initial solicitati ease attach copies of	ons to	determine with cer	rtainty
Names of DBEs So	olicited Date of I	nitial Solicitation	Follow	Up Methods and	Dates
N/A					
			····		
and the second of the second o					

C.	C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.					
	Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of (tems	Amount (\$)	Percentage Of Contract	
Ν	1/A				0.00%	
		7.000			0.00%	
					0.00%	
					0.00%	
D.	rejection of firms involv	, addresses and phone numb the DBEs, the firms selected ed), and the price difference dresses and phone numbers the DBEs:	for that work (plea for each DBE if the	se attach cop selected firm	ies of quotes from the is not a DBE:	
1	N/A	111111111111111111111111111111111111111				
	Names, ad	dresses and phone numbers	of firms selected fo	or the work ab	ove:	
1	N/A		Taking the same of			
******			- W. 411.	***************************************		
Ε.		in advertisements and solici related to the plans, specific DBEs:				
N	I/A					
				y		
		440.000		T1178	***************************************	

F	F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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:				
	N/A				
•••					
(6. The names of agencies, organization recruiting and using DBE firms (pleasesponses received, i.e., lists, Internet	se attach copies of requests to agencie			
	Name of Agency/Organization	Method/Date of Contact	Results		
1	I/A				
					
	I. Any additional data to support a dem	nonstration of good faith efforts:			
	NONE				
	T 774 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				
		The same of the sa			



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements p.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 7/18/2023

WARD: Ward 1

SUBJECT: Agreement with Amarok, LLC (\$262,721.56), for Security System and

Monitoring at the City's Materials Recovery Facility.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The City's Materials Recovery Facility (MRF) located at 2260 South Union Avenue is utilized to process materials from curbside residential recycling and commercial recycling. Trucks drive onto the property to discard their contents which undergo a sorting process utilizing a conveyor belt and staff involvement. Various recyclable commodities are separated and stored on the premises until retailed. As such, there are valuable commodities existing on the premises at any given time.

The MRF experienced two fires in the last six months where commodities and infrastructure were destroyed or suffered damage. The fires also affected operations due to the damaged equipment. While in the process of rebuilding the facility and its operations, the MRF has fallen prey to several thefts of commodities and vandalism and each repair to the instances of fire, theft, and vandalism has been expensive. Multiple changes have been made for crime prevention efforts, including relocating existing non-stationery infrastructure by the chain link fence to create supplementary blockades, providing staff scheduling to seven days a week, and hiring a third-party security company to cover any off hours of city staff. M&S Security is currently paid over \$13,000 per month for overnight security coverage. Re-routing trucks to other materials recyclables facilities is also very costly when the MRF is non-operational.

To protect the increasing storage of valuable commodities on the premises and the investment in the infrastructure, an electric fence and monitored security cameras are needed. Installation of the fence and monitoring of the premises will significantly decrease theft and vandalism and offset the high cost of the third-party security company. Staff evaluated these security enhancements using a qualified vendor through the City's standard procurement process.

Staff recommends approving the agreement to install and monitor an electric fence at the City's MRF from Amarok, LLC.

Funding will be from the Refuse Enterprise Fund. There is no cost impact to the General Fund.

ATTACHMENTS:

Description Type

Amarok, LLC - Electric Fences at MRF Agreement

AGREEMENT NO.	

INDEPENDENT CONTRACTOR'S AGREEMENT

This Independent contractor's A	AGREEMENT ("Agreement") is made and
entered into on	, by and between the CITY OF
BAKERSFIELD , a municipal corporation	(referred to herein as "CITY"), and
AMAROK, LLC, a Limited Liability Compan	ny authorized to do business in California
(referred to herein as "CONTRACTOR").	

RECITALS

WHEREAS, CITY owns and operates the Materials Recovery Facility (MRF) at 2260 South Union Avenue, Bakersfield, California; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of perimeter security.

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 and install 2,771 linear feet of Electric Guard Doa, Electric Fencing System ("System") including two rolling gates and a cellular unit for communication on premises securing the Materials Recovery Facility (MRF) as set forth in more detail in Exhibit "A" attached hereto and incorporated herein. The Electric Guard Dog system will include all basic necessary components including but not limited to the electric fence controller, batteries, solar panels, virtual system access, multi-lingual warning signs, keypads, and alarm panel. CITY acknowledges that the System, inclusive of any modifications during the TERM, is and will remain the exclusive property of CONTRACTOR. CONTRACTOR's services will additionally include alarm monitoring, full customer service support, and full equipment maintenance at no additional charge (collectively, the "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. CITY and CONTRACTOR agree that performance of the Scope of Work under this Agreement shall be subject to the supplemental terms and conditions set forth in Exhibit A.

2. <u>COMPENSATION/PAYMENT PROCEDURE</u>. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): A monthly Service Fee payment of \$7,095.00 for 36 months of service; provided, however, that CONTRACTOR may impose an annual 3% increase to the Service Fee. CITY shall receive a 5% discount on the Service Fee if paid annually in advance. Initial and subsequent payments will be made after the Scope of Work is completed to CITY's satisfaction.

Compensation for all work, services, or products called for under this Agreement shall consist of a total payment not to exceed Two Hundred Sixty-Two Thousand Seven Hundred Twenty-One Dollars and Fifty- Six Cents (\$262,721.56) which shall be paid as shown in **Exhibit "A"** attached hereto and incorporated reference herein.

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 Hundred Sixty-Two Thousand Seven Hundred Twenty-One Dollars and Fifty-Six Cents (\$262,721.56) for performing the Scope of Work.

- 3. <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall commence upon execution and delivery of this Agreement by both parties and continue for a period lasting thirty-six (36) months following installation of the System ("Initial Term"). Subject to the Compensation provisions set forth above, this Agreement shall continue to automatically renew for successive one (1) month periods (each a "Renewal Term"), unless terminated earlier in accordance with this Agreement.
- **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, thirty (30) days before the termination is effective. CONTRACTOR may reclaim its property within a reasonable time following the termination of this Agreement.

If CITY terminates this Agreement prior to the expiration of the Initial Term, CITY shall pay CONTRACTOR an Early Termination Fee equal to the product of: (i) the Service Fee and (ii) the remaining unpaid months, if any, of the Term and a Removal Fee of \$2.50 per linear foot of the System; provided, however, that if CITY terminates this Agreement due to CONTRACTOR's

breach of this Agreement and/or failure to perform the Scope of Work, and such breach is not timely cured within thirty (30) days' notice of breach by CITY, CITY may terminate this Agreement upon thirty (30) days' notice of termination and CITY shall not be obligated to pay the Early Termination Fee.

- 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. Notwithstanding the foregoing, CITY shall pay the full amount of any fines or penalties assessed as a result of any false alarm triggered at the site of the System whether they are billed to the CITY or the CONTRACTOR.
- 6. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>DIRECTION</u>. 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. <u>KEY PERSONNEL</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. 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 licensees or professional degrees.
- **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.
- **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").
 - **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.
 - **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 Pursuant to Labor Code Section 1861, employees. CONTRACTOR must submit to following CITY the certification before beginning any work the on 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.

- 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 & LIMITATIONS OF LIABILITY. 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, willful misconduct, or CITY's breach of CITY's responsibilities set forth in Exhibit "A".

IT IS UNDERSTOOD AND AGREED THAT CONTRACTOR IS NOT AN INSURER

AND MAKES NO WARRANTY OR GUARANTY THAT THE SYSTEM WILL BE COMPLETELY EFFECTIVE AGAINST BURGLARY, THEFT, OR UNAUTHORIZED ACCESS TO THE CITY'S PREMISES AND THAT CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSSES THAT OCCUR AS A RESULT OF THE SYSTEM BEING COMPROMISED. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, CONTRACTOR SHALL NOT BE LIABLE FO CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE INSTALLATION OR USE OF THE SYSTEM.

CITY understands that, if the System is not monitored, due to the nature of the method used for communication alarm signals to the central station, there may be times when that communication method is not able to transmit signals and the CONTRACTOR will not receive alarm signals.

CONTRACTOR makes no representations, promise, guarantee, or warranty that there will be no interruptions of service or delay in performing service. CONTRACTOR's sole obligation after receiving a service request is to dispatch a service technician to the Premises within a reasonable time after the service technician becomes available for such a dispatch, during normal business hours excluding Saturdays, Sundays, and holidays, after receipt of CITY's request to do so.

- 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. Notwithstanding the general prohibition on assignment provided herein. assignment shall be permitted in the case of merger, acquisition or sale of all, or substantially all, of CONTRACTOR's assets or capital stock, so long as CONTRACTOR provides thirty (30) days' written notice to CITY after the event.
- **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.
- **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. <u>FURTHER ASSURANCES.</u>** 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. <u>NOTICES</u>. 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: AMAROK, LLC

550 Assembly Street 5th Floor

Columbia, SC 29201

- **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.** <u>TITLE TO DOCUMENTS</u>. 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 N	umbe	er	
CONTRACTOR is a corporation?	Yes	No	
·		(Please check one.)	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

[Signatures on Following Page]

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR" AMAROK, LLC
By:KAREN GOH Mayor	By: MKE DORKINGTON MIKE DORRINGTON Print Name: Title: Vice President of Sales and Marketing
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: GREGG STRAKALUSE Public Works Director	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: JOSHUA RUDNICK Deputy City Attorney II Insurance:	
COUNTERSIGNED:	
By: RANDY MCKEEGAN Finance Director	
JHR/em Attachment: Exhibit "A"	

DocuSign Envelope ID: 7AA07470-F8D5-44A6-A4DA-55621B120B12

521 East Morehead Street Suite 300 Charlotte, NC 28202 704.556.1341 www.scottins.com



July 27, 2023

City of Bakersfield City Hall 1600 Truxton Avenue Bakersfield, CA 93301

RE:

AMAROK, LLC

Insurance Limits of Liability

To Whom it May Concern:

Please allow this statement to confirm the limits of liability for each of the following insurance coverages currently in-force for AMAROK, LLC:

Professional Liability:

\$1,000,000

General Liability:

\$1,000,000

Automobile Liability:

\$1,000,000

Workers Compensation & Employers Liability:

CA Statutory & \$1,000,000

Please do not hesitate to contact my office with any questions.

Sincerely,

Brendan P. Mahoney

Brendan Mahoney

Account Executive

Scott Insurance

Securing City of Bakersfield Material Recovery

Created: 07-26-2023

Option A – 36-Month Initial Term

You're one signature away from stopping crime on your property.



550 Assembly St., Fifth Floor Columbia, SC 29201 800-432-6391 sales @ amarok.com

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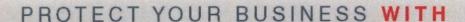
Electric Guard Dog® Electric Security Fence system installed on the Premises securing a perimeter of 2,771 linear feet, 2 gate(s), 0 gate zone(s), 3 fence zone(s), and cellular unit(s) for communication. The Electric Guard Dog® system will include all basic necessary components such as:

- electric fence controller(s)
- batteries
- solar panels
- virtual system access
- multi-lingual warning signs
- keypads
- alarm panel(s)

Services will include alarm monitoring, full customer service support, and full equipment maintenance at no additional charge.

Item Name	Quantity
EGD Fence System	2,771
Fence Zone (Additional)	2
Fence Zone (Included)	1
Gate (Included)	2
5 MP XNO Fixed	6
IR Illuminator	6
FORTIFEYE Video Monitoring	6
Pro Camera Workstation	1
Communication Pole	3
Sentinel Upgrade	2
Knox Box	1
Compliance	1

Monthly Service Fee: \$7,095.00



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This Security Services Agreement (the "Agreement"), made and entered into on **07-26-2023** (the "Effective Date") by and between AMAROK, LLC, and their successors and assigns, hereinafter called (the "Provider,") and City of Bakersfield Material Recovery hereinafter called (the "Customer"), at the following location (the "Premises"):

2260 S Union Ave, Bakersfield, California, United States, 93307-4158

In consideration of the timely payment of the Service Fee (as herein defined) and the Permitting Compliance Fee (as herein defined) of \$0 to Provider, the Provider will install, in accordance with the Provider's specifications, a security system (the "System") consisting of the equipment listed above at the Premises, and, at Customer's request, shall provide those services listed in the table above. The Customer acknowledges that the System, inclusive of any Modifications, is and will remain the exclusive property of the Provider and that the Provider may reclaim its property at any time following the termination of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

1. TERM, RENEWAL and CANCELLATION

- A. This Agreement shall commence upon execution and delivery of this Agreement by both parties hereto and continue for a period lasting for (36) months (the "Initial Term") following installation of the System, unless terminated earlier in accordance with this Agreement. This Agreement will continue to automatically renew for successive twelve (12) month periods (the "Renewal Term(s)") at the end of the Initial Term and each Renewal Term, unless terminated earlier in accordance with this Agreement. The Initial Term, and any additional Renewal Terms, are referred to herein collectively as the "Term."
- B. Customer and Provider may cancel this Agreement, at any time, upon 30 days prior written notice. If Customer cancels this Agreement, Customer shall be obligated to pay the Provider an Early Termination Fee equal to the product of: (i) the Service Fee and (ii) the remaining unpaid months, if any, of the Term and a Removal Fee of \$2.50 per linear foot of the System.

2. FEES and PAYMENT TERMS

- A. Upon installation of the System, the Customer shall pay to the Provider the monthly service fee (the "Service Fee") payable monthly as specified herein, plus any applicable taxes, fees, annual permit renewal fees, or other charges related to the Agreement assessed by any governmental agency. The Customer shall receive a 5% discount on the Service Fee if paid annually in advance. The Customer also agrees to pay the Permitting Compliance Fee that represents that cost of filing for approval from the authority having jurisdiction over the Premises. A deposit equal to the Service Fee and the Permitting Compliance Fee shall be due and payable upon Customer executing this Agreement. The deposit shall be applied to any outstanding balance due upon cancellation. The deposit and Permitting Compliance Fee shall be forfeited if Customer cancels the Agreement prior to installation.
- B. The Service Fee shall be increased by 3% following each year of the Initial Term.
- C. Customer may request that Provider make modifications to the System other than normal repair and maintenance ("Modifications").

 Customer and Provider will enter into an agreement whereby Customer will compensate Provider through an increase in the Service

 Fee based upon the prevailing rates charged by the Provider at the time of the Modification.
- D. In the event that any payment due hereunder is more than 30 days past due, the Provider may charge the Customer a late fee in the amount of thirty-five dollars (\$35.00) per occurrence. In the event the Customer fails to pay the Service Fee or Early Termination Fee amount then due, the Customer agrees to pay the Provider all costs of collection, including without limitation, reasonable attorney's

EXHIBIT A (4 OF 9)

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fees plus a finance charge of the lesser of (i) 1.5% per month and (ii) the highest interest rate permitted under applicable law until the outstanding balance is paid in full, and the Provider shall be entitled to reclaim the System from the Customer's property.

- E. So that the Provider may properly adjust its rates to meet changing costs, the Provider may, at any time after the expiration of the Initial Term, increase the Fees upon giving the Customer notice in writing. In the event the increase exceeds 9% and if the Customer is unwilling to pay to the increased charges, the Customer may terminate this Agreement upon giving notice in writing to the Provider within thirty (30) days from the date of the notice of the increase. The Customer's failure to notify the Provider within said thirty (30) days shall constitute the Customer's acceptance of the increase.
- 3. **FALSE ALARMS** The Customer shall pay the full amount of any fines or penalties assessed by any municipality, fire or police protection district as a result of any false alarm whether they are billed to the Customer or to the Provider.

4. FURTHER CUSTOMER RESPONSIBILITIES

- A. Customer is responsible for: (i) erecting and maintaining its perimeter fence in reasonably good condition; (ii) keeping the fence area clear of vegetation as may be necessary to avoid interference with the functioning of the System; (iii) inspecting the System as may be necessary to detect minor electrical shorts or other operational issues and promptly reporting any such issues to the Provider; (iv) using reasonable care in the conduct of its business so as not to damage the System; (v) granting Provider access to the site as is reasonably necessary for Provider to maintain the System; and (vi) by signing agreement customer affirms that there are no disputes to property lines/boundaries of the property concerned (to also include existing or soon to be constructed perimeter fence/wall) and shall assume all responsibilities (cost, penalties, etc.) for any future dispute(s)/violation(s) associated with the property in which the System is installed and any remedial action(s) required. The Provider's responsibility to maintain the system at its cost is subject to the Customer upholding these responsibilities.
- B. The Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by the Provider, nor shall the Customer permit the same to be done by others, unless such activities are directed by the Provider. It is further agreed that the Customer indemnifies and holds the Provider harmless for any claim arising out of the foregoing and that if any work is required to be performed by the Provider, due to the Customer's breach of the foregoing obligations, the Customer will pay the Provider for such work in accordance with the Provider's then-current prevailing rates.
- C. The Customer shall be responsible for ensuring that all underground lines (including, but not limited to, water, sewer, irrigation, electrical, telephone, and cable/data) are clearly marked prior to commencement of installation, and neither Provider nor its agents shall be responsible for damage or loss resulting from the Customer's failure to clearly mark such lines. To allow for the installation process, the perimeter fence line will need to have a 10-foot clearance of vegetation, debris, racks, vehicles, equipment, etc. If the fence line is not clear and/or gates and construction are not completed prior to the crew arriving for installation, customer will be charged a two thousand-dollar (\$2,000.00) travel fee and installation will be rescheduled at a later date.
- D. If required, Customer shall be responsible for obtaining a site plan that meets the specifications of the authority having jurisdiction at the Premises to be utilized for any permit, variance, or similar requirement.

5. LIABILITY and LIMITATIONS

- A. Provider shall indemnify and hold Customer harmless from any direct damages arising from injury to persons, to the extent such injury results from the operation of the System as intended; except to the extent such damages arise from a breach of Customer's responsibilities pursuant to Paragraph 4. Provider shall name Customer as additional insured under Provider's general liability and umbrella liability insurance policies on a primary and non-contributory basis, but only in connection with the services to be provided under this Agreement.
- B. IT IS UNDERSTOOD AND AGREED THAT THE PROVIDER IS NOT AN INSURER AND MAKES NO WARRANTY OR GUARANTEE THAT THE SYSTEM WILL BE COMPLETELY EFFECTIVE AGAINST BURGLARY, THEFT, OR UNAUTHORIZED ACCESS TO THE CUSTOMER'S PREMISES

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AND THAT THE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSSES THAT OCCUR AS A RESULT OF THE SYSTEM BEING COMPROMISED. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, PROVIDER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE INSTALLATION OR USE OF THE SYSTEM.

- C. The Customer understands that, if the System is monitored, due to the nature of the method used for communicating alarm signals to the central station, there may be times when that communication method is not able to transmit signals and the Provider will not receive alarm signals.
- D. Provider makes no representations, promise, guarantee, or warranty that there will be no interruptions of service or delay in performing service. Provider's sole obligation after receiving a service request is to dispatch a service technician to the Premises within a reasonable time after the service technician becomes available for such a dispatch, during normal business hours excluding Saturdays, Sundays, and holidays, after receipt of Customer's request to do so.
- 6. **CONFIDENTIAL INFORMATION** -- All information, know-how, and methods related to the System (the "Confidential Information") are, and shall remain, the confidential and exclusive property of Provider. Customer shall not use the Confidential Information in any manner except for the operation of the System during the Term in accordance with this Agreement and shall not disclose the Confidential Information to any other person or entity. Customer stipulates and agrees that any breach of this paragraph would cause Provider irreparable injury for which monetary damages alone would be inadequate. Consequently, in the event of any breach of this paragraph, Provider shall have the right to immediate injunctive relief, without the necessity of posting bond, in addition to any other right or remedy available at law or in equity. The provisions of this paragraph shall survive the termination or expiration of this Agreement. Customer further agrees to pay Provider's reasonable attorney's fees if Provider has to resort to litigation to fulfill the terms of this paragraph.

7. LEGAL, GOVERNING JURISDICTION

- A. This Agreement shall be governed, construed and enforced under the law of the State of South Carolina, without regard to choice of law considerations. Any action regarding this agreement or otherwise brought against the Provider by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in any state court located in Richland County, South Carolina and the United States District Court for the District of South Carolina.
- B. All claims, actions or proceedings, legal or equitable, against the Provider must be commenced in court within one (1) year after the cause of the action has accrued, without judicial extension of time, or said claim, action or proceeding is barred.
- C. The regulatory disclosures at http://www.amarok.com/regdisc as of the date of this contract are an integral part of this contract and are herein incorporated by reference.
- D. The Provider may amend this Agreement without the Customer's consent from time to time by giving Customer sixty (60) days prior written notice in advance of the effective date of the amendment, so long as such amendment does not impact the Term or Service Fee included in this Agreement.
- E. AMAROK, LLC operates under the trade name AMAROK Security, LLC in certain states, as required.
- F. Customer shall not assign any right or obligation under this Agreement without the prior written consent of Provider. Provider may assign this Agreement to a subsidiary.
- 8. **SUSPENSION** The obligations of Provider to perform any acts hereunder may be suspended if such performance is prevented by fires, strikes, embargoes, riot, invasion, governmental interference, inability to secure goods or materials, or other circumstances outside the control of Provider.
- 9. **NOTICES** All notices, demands, requests, consents, or other communications required or permitted to be given or made under this Agreement must be in writing and signed by the party giving the same and are deemed given or made (a) two (2) days after being mailed by certified or

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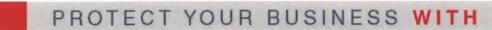
registered mail, postage prepaid, (b) when hand delivered or (c) one day after being sent by overnight delivery service, in each case to the intended recipient as indicated, in the case of Provider, at <u>550 Assembly St., 5th Floor, Columbia SC 29201</u> (or at such other place as the Provider may direct), and, in the case of Customer, at the address listed as the billing address in this Agreement, or to any other address of which prior written notice has been given.

- 10. **DEFAULT** Each party who breaches this Agreement hereto (the "Breaching Party") shall indemnify and hold the other party hereto harmless from and against any and all claims, losses, damages, expenses, penalties, costs or other liabilities, including, without limitation, reasonable attorneys' fees and disbursements (collectively, "Damages"), arising out of, or resulting from any breach of the representations, warranties, covenants or agreements of the Breaching Party in this Agreement; provided, however, that the Breaching Party shall not be liable for consequential, incidental, special or punitive damages arising out of or relating to any breach of the terms of this Agreement.
- 11. **REPRESENTATIONS AND WARRANTIES** Each party hereto represents and warrants to the other party hereto that (i) its execution and delivery of this Agreement, consummation of the transactions herein contemplated, and compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, its organizational documents or any agreement or instrument to which it is a party or by which it is bound or to which it or any of its respective assets are subject, or constitute a default under any such agreement or instrument; (ii) it has all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; (iii) its execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part; and (iv) this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.
- 12. **ENTIRE AGREEMENT** This Agreement contains all the agreements between the parties with respect to the System and services. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written, demonstrative or verbal, not included in writing in this Agreement has not been relied upon and shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

THIS AGREEMENT IS NOT BINDING UNTIL AND UNLESS SIGNED BY BOTH CUSTOMER AND PROVIDER. SIGNING BELOW BINDS CUSTOMER AND PROVIDER TO ALL TERMS INCLUDED IN THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT.

PRIVATE AND CONFIDENTIAL
Created: 07-26-2023

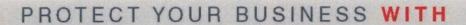
EXHIBIT A (7 OF 9)



AMAROK IIITIMATE DEDIMETED SECIEDITY

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	AMAROK LLC, Provider	City of Bakersfield Material Recovery		
Signature:	X	Signature: X	l	
Signee Name:		Signee Name:		
Signee Title:		Signee Title:		
Sign Date:		Sign Date:		



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APPENDIX

2260 S Union Ave, Bakersfield, California, United States, 93307-4158

Rate Sheet:

Year	Monthly Cost	Annual Increase	Annual Cost	Total Contract Cost	
Year 1	\$7,095	3%	\$85,140	\$85,140	
Year 2	\$7,295.85	3%	\$87,550.20	\$172,690.20	
Year 3	\$7,503.78	3%	\$90,031.36	\$262,721.56	

Electric Fence Proposed Layout:



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Monitored Cameras Proposed Layout/Coverage:



City of Bakersfield Material Recovery * Bakersfield CA-



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements q.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 7/26/2023

WARD: Ward(s) 1, 2

SUBJECT: State Route 99 and State Route 58 Interchange Project:

- Authorize the creation of the new SR99 and SR58 Interchange Project and transfer \$450,000 from savings inherited from Project TRBI18 (\$294,000) and Project TRCC17 (\$156,000) to the new project.
- 2. Approve agreement with Parsons Transportation Group (not to exceed \$419,872.89) for the preparation of project report and environmental support for the southbound to westbound connector at SR58/SR99 Interchange.

STAFF RECOMMENDATION:

Staff recommends the authorization of the new project, transfer of funds, and approval of the agreement.

BACKGROUND:

This project proposes to construct the southbound (SB) State Route (SR) 99 to westbound (WB) SR58 connector ramp which is the last phased improvement in the SR99/SR58 interchange to be designed. This new ramp will diverge off the existing SB SR99 to eastbound (EB) SR58 connector ramp at the location of the current Stockdale off ramp, which is planned to close. A flyover structure will cross over Stockdale Highway, the existing WB SR58 to SB SR99 loop connector, and Real Road before merging with the recently constructed northbound (NB) SR99 to WB SR58 flyover connector. West of Real Rd, an existing retaining wall will be reconstructed to accommodate the new connector and an auxiliary merging lane.

For several years, Caltrans, KernCOG, and the City have been collaborating and coordinating efforts to complete this interchange. The extension of SR58 to the west is currently under construction as part of the Centennial Corridor and is expected to be completed by the fall of this year. The eastbound to northbound connector is at a 95% design and expected to be in construction in 2024. KernCOG was successful in obtaining \$9.2M in State funding for the design and property acquisitions for this last phase; however, the project report and environmental clearance needs to be prepared prior to requesting these funds. Parsons

Transportation Group is an approved qualified consultant that went through the RFP qualification-based process and is part of the City's Professional Services Library.

Public Works staff received Parsons' scope of work which is in line with the support efforts expected by Caltrans and the City to obtain the required environmental clearance and project report documents. The agreed fee proposal was reduced by about 8% from the initial proposal submitted by Parsons. Staff recommends the approval of this agreement.

Transfer of funds stems from savings inherited from Project TRBI18 (\$294,000) and Project TRCC17 (\$156,000).

ATTACHMENTS:

Description Type
Parsons Final Agreement Agreement

A	G	RE	Е٨	٨	EN	١T	١	V	0	•

CONSULTANT AGREEMENT

This **CONSULTANT AGREEMENT** is made and entered into on ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **PARSONS TRANSPORTATION GROUP Inc.**, a Corporation authorized to do business in California (referred to herein as "CONSULTANT").

RECITALS

WHEREAS, City is currently administering the construction of the CENTENNIAL CORRIDOR project, a California Department of Transportation (CALTRANS) facility; and

WHEREAS, the scope of CENTENNIAL CORRIDOR did not include the southbound to westbound connector within the State Route 58/State Route 99 interchange; and

WHEREAS, CITY is currently developing the Southbound State Route 99 to Westbound State Route 58 Connector Project (the "PROJECT"); and

WHEREAS, CITY is working with CALTRANS and Kern Council of Governments (KERN COG) to acquire funds for the construction of the PROJECT; and

WHEREAS, CONSULTANT represents that it is experienced in the environmental process including development of project reports for transportation projects, and in the field of design, and engineering as required for the PROJECT and that all of its officers, partners, and/or principals are licensed professionals in engineering, design, or similar professional areas with the appropriate professional degrees; and

WHEREAS, CONSULTANT also represents that it has an adequate number of properly licensed and experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

WHEREAS, CONSULTANT has been approved to perform this scope through the Library of Qualified Professional Consulting Firms, dated October, 2022; and WHEREAS, CITY has requested CONSULTANT to provide the Final Project Report and support CALTRANS in the preparation of the Supplemental Environmental Document; and

WHEREAS, CONSULTANT has submitted Scope of Work and Cost Proposal for the PROJECT; and

WHEREAS, based on these representations and all other representations made by CONSULTANT to CITY, CITY desires to retain CONSULTANT to perform the Scope of Work.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

- 1. SCOPE OF WORK. In exchange for the Compensation (defined below), CONSULTANT must competently and thoroughly design and engineer the PROJECT as more specifically described in CONSULTANT's scope of work, attached hereto as Exhibit A and incorporated herein by this reference. CONSULTANT's cost proposal is attached hereto as Exhibit B 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. <u>COMPENSATION/PAYMENT PROCEDURE</u>. In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay CONSULTANT as follows ("Compensation"):
 - 2.1 Actual Costs. CITY will reimburse CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed \$383,520.99 exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in CONSULTANT's cost proposal.
 - **2.2 Fixed Fee.** CITY will pay CONSULTANT a fixed fee of \$36,351.90 on a monthly basis based upon the percentage of the Scope of Work completed. This fixed fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work.

CITY will pay CONSULTANT within 30 days after CONSULTANT 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 CONSULTANT 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 CONSULTANT. In no case will CITY compensate CONSULTANT more than **\$419,872.89** for performing the Scope of Work.

- **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on December 31, 2024.
- 4. <u>TERMINATION FOR CAUSE</u>. If at any time CITY becomes dissatisfied with the CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing CONSULTANT with ten-days written notice.
- **5. STARTING WORK.** CONSULTANT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
- **TIME FOR COMPLETION.** CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than December 31, 2023.
- 7. CONTRACT ADMINISTRATOR.

CITY's Contract Administrator is:

Ravi Pudepeddi City of Bakersfield 1501 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3700

CONSULTANT's Project Manager shall be designated as:

Gregory Gharib City of Bakersfield 1501 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3490

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CONSULTANT, respectively.

8. COMPLIANCE WITH ALL LAWS. CONSULTANT shall, at CONSULTANT'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 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.

- 9. <u>INDEPENDENT CONTRACTOR</u>. This Agreement calls for CONSULTANT's performance of the Scope of Work as an independent contractor. CONSULTANT 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 CONSULTANT other than that of an independent contractor.
- **10. <u>DIRECTION</u>**. CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.
- **11. EQUIPMENT.** CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 12. KEY PERSONNEL. CONSULTANT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and experienced for the work to be performed under this Agreement. CONSULTANT 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, CONSULTANT shall not change such personnel without CITY's written approval.
- LICENSES. CONSULTANT shall, at CONSULTANT's sole cost and expense, have at the time of bidding or proposal submission and shall 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 CONSULTANT to practice its profession in the State of California and perform the Scope of Work. CONSULTANT must also ensure that all employees or subcontractors assigned to perform any portion of the Scope of Work are properly licensed. If CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONSULTANT is a partnership, at least one partner shall hold the required licensees or professional degrees. CONSULTANT must provide proof that the requirements of this section are met when requested by CITY.
- 14. <u>CONFLICTS OF INTEREST</u>. CONSULTANT hereby represents that both corporately and individually the firm and its employees and

subconsultants:

- 14.1 Do not have, and will not have, financial interest in either the success or failure of any project which is dependent upon CONSULTANT's performance of the Scope of Work; and
- 14.2 Are not currently, and will not be, employed by or under contract to any contractor who may be awarded the contract to construct the PROJECT.
- SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to 15. 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 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.
- **ACCEPTANCE OF WORK**. CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.
- 17. 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.

18. INSURANCE.

- **18.1** <u>Types and Limits of Insurance</u>. In addition to any other insurance or security required under this Agreement, CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
 - **18.1.1 <u>Professional liability insurance</u>**, providing coverage on claims made basis for errors and omissions with limits of not

less than \$1,000,000 per occurrence.

- **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.
- 18.1.3 <u>Commercial general liability insurance</u>, 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:
 - **18.1.3.1** Provide contractual liability coverage for the terms of this Agreement;
 - **18.1.3.2** Provide products and completed operations coverage;
 - **18.1.3.3** Provide premises, operations, and mobile equipment coverage; and
 - **18.1.3.4** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
- 18.1.4 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, CONSULTANT 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, CONSULTANT 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.

18.2 General Provisions Applying to All Insurance Types.

- All policies required of CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONSULTANT 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.
- 18.2.2 Except for professional liability insurance, all policies required of CONSULTANT 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 CONSULTANT's insurance and must not contribute with it.
- 18.2.3 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.
- 18.2.4 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.

- 18.2.5 Full compensation for all premiums which the CONSULTANT 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.
- 18.2.6 It is further understood and agreed by CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONSULTANT in connection with this Agreement.
- 18.2.7 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 CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.
- 19. <u>THIRD PARTY CLAIMS</u>. In the case of public works contracts CITY will timely notify CONSULTANT of third party claims relating to this contract. CITY shall be allowed to recover from CONSULTANT, and CONSULTANT shall pay on demand, all costs of notification.

20. INDEMNITY.

CONSULTANT shall indemnify, defend, and hold harmless CITY and 20.1 CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against arising from CONSULTANT'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 CONSULTANT or CONSULTANT'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 To the extent Civil Code Section 2782.8 is applicable to this Agreement, the CONSULTANT 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, 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 CONSULTANT. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties.
- 21. 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.
- 22. CONFIDENTIALITY. During the term of this Agreement, CONSULTANT 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, CONSULTANT 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 CONSULTANT prepares and confidential information given to CONSULTANT 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.

- 23. ACCOUNTING RECORDS. CONSULTANT 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 CONSULTANT'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.
- **24. 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.
- **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.
- **26. 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.
- **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.
- **28. 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.
- **29. 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.
- **30. 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.

- 31. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- MERGER AND MODIFICATION. This Agreement sets forth the entire **32**. 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.
- 33. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONSULTANT shall be prohibited unless authorized by CITY.
- **NON-INTEREST.** No CITY officer or employee shall hold any interest in this 34. Agreement (California Government Code section 1090).
- **NOTICES.** All notices relative to this Agreement shall be given in writing 35. 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 OF BAKERSFIELD CITY:

CITY HALL

1600 Truxtun Avenue

Bakersfield, California 93301

CONSULTANT: Chris A Johnson, P.E.

Vice President

2201 Dupont Drive, Suite 200

Irvine, CA 92612

- **RESOURCE ALLOCATION.** All CITY obligations under the terms of this 36. Agreement are subject to the appropriation and allocation of resources by the City Council.
- 37. All documents, plans, and drawings, maps, TITLE TO DOCUMENTS. photographs, and other papers, or copies thereof prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

38.	TAX NUMBERS.	
	CONSULTANT's Federal Tax ID N CONSULTANT is a corporation?	
be ex	IN WITNESS WHEREOF, the particle couted as of the Effective Date.	es hereto have caused this Agreement to
	"CITY"	"CONSULTANT"
CITY	OF BAKERSFIELD	PARSONS TRANSPORTATION GROUP INC.
Ву:	KAREN GOH Mayor	By: Chris A Johnson Vice President
	OVED AS TO CONTENT: C WORKS DEPARTMENT	
Ву:	GREGG STRAKALUSE Public Works Director	

[Signatures on Following Page]

APPROVED AS TO FORM: **VIRGINIA GENNARO** City Attorney

ASHLEY ZAMBRANO Deputy City Attorney II
Insurance:
ntersigned:
RANDY MCKEEGAN Finance Director

Attachments: Exhibits A and B

EXHIBIT A

Exhibit A

Centennial Corridor Connector SB to WB Connector PAED Support Scope of Work

Background

This scope of work identifies items that are required to complete the Centennial Corridor SB to WB Connector Draft and Final Project and provide environmental support to Caltrans and the City. The project includes adding the 8th and final missing connector to the SR-58/SR-99 Interchange. The connector will be a flyover direct connector tying into the existing SB SR-99 to EB SR-58 connector connecting into WB SR-58 to create a branch connection with the NB SR-99 to WB SR-58 connector.

Assumptions:

This scope of work describes task related to the development of the for the Project Report:

- The plans will be prepared in accordance with Caltrans' current policies and procedures.
- Drawings will be prepared in MicroStation Version 8 using Caltrans drafting standards.
- Caltrans will prepare supplemental environmental document and environmental technical studies.
- Caltrans is preparing a SHOPPP project on SR-99 that will add a second lane to the SB SR-99 to EB SR-58 connector, add an auxiliary lane on SB SR-99, reconstruct the Palm Ave OC, and perform pavement rehabilitation on SB SR-99. Those elements are not included in this scope of work.
- Project report will include one build alternative.
- Project report will utilize Life Cycle Cost Analysis and Materials Report from Centennial Corridor Mainline including pavement structural section recommendations.

Scope of Work:

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 the project, numerous meetings will be required to advance the project to PS&E approval. It is assumed there will be an average of two (2) meeting per month during the duration of the design phase (including the monthly PDT meetings). Consultant will prepare and distribute agendas prior to the meetings. Consultant will prepare meeting minutes and distribute them within five (5) working days after the meetings.

1.2.1 Monthly Project Development Team (PDT) Meetings

Consultant will organize and run a Kick-off Meeting with Caltrans, City of Bakersfield, and project stakeholders as required.

Consultant will organize and run monthly PDT meetings with Caltrans, City of Bakersfield, and project stakeholders as required. Agendas, Meeting Minutes, and Action Item Lists will be prepared and distributed for each meeting. 6 PDT meetings are assumed.

1.2.2 Technical Workshop Meetings

Consultant will prepare for, coordinate and attend technical focus meetings with Caltrans, City of Bakersfield, and other stakeholders. Meetings will include public workshops and hearings. 6 workshops are assumed.

Deliverables: Meetings, Invoices, and Project Management

2.0 Preliminary Engineering

2.1 Geometric Exhibit

Consultant will prepare a geometric exhibit that includes typical cross section, plan view geometry, profile, and identifies nonstandard features.

2.2 Environmental Footprint Exhibit

Consultant will perform preliminary 3D modeling to identify the environmental footprint for the project for Caltrans to utilize for the Supplemental Environmental Document.

Deliverables: Draft and Final Geometric Exhibit and Draft and Final Environmental Footprint Exhibit

3.0 Project Report

3.1 Draft Project Report

Consultant will prepare draft project report per Appendix K of the PDPM. As this is a new facility, collision accident analysis is not included.

Deliverable: Draft Project Report (2 Submittals)

3.2 Draft Project Report Attachments

The following attachments to the Draft Project Report will be prepared.

3.2.1 Location Map

Consultant will prepare the project title sheet in accordance with Caltrans policies and procedures.

Deliverable: Draft and Final Location Map

3.2.2 Plans

Consultant will prepare typical cross section plans (2 sheets), layout sheets (3 sheets), and profile and superelevation diagram plans (3 sheets).

Deliverable: Draft and Final Plans

3.2.3 11-Page Estimate

Consultant will prepare 11-page estimate using the District 6 format.

Deliverable: Draft and Final 11-Page Estimate

3.2.4 Right of Way Data Sheet

Consultant will prepare right of way data sheet including temporary construction easements, permanent easements, fee acquisitions, and utility impacts.

Deliverable: Draft and Final Right of Way Data Sheet

3.2.5 Storm Water Data Report

Consultant will prepare storm water data report per the latest PPDG.

Deliverable: Draft and Final SWDR

3.2.6 Preliminary Drainage Report

Consultant will prepare preliminary drainage report identifying drainage requirements for the proposed viaduct structure.

Deliverable: Draft and Final Drainage Report

3.2.7 Design Standard Decision Documents

Consultant will DSDD's and submit Design Information Bulletin (DIB) 78 Checklist. It is assumed there will be no more than 5 nonstandard features.

Deliverable: Draft and Final DSDD and DIB 78 Checklist

3.2.8 TMP Data Sheet

Consultant will prepare TMP data sheet to estimate traffic management costs.

Deliverable: Draft and Final TMP Checklist

3.2.9 Risk Register

Consultant will prepare risk register.

Deliverable: Draft and Final Risk Register

3.2.10 Advanced Planning Studies

Consultant will prepare advance planning study (APS) and attachments for the SB to EB Viaduct and the reconstruction retaining wall 65. APS will be prepared following the Office of Special Funded Projects (OSFP) guidelines and Memo to Designer 1-8, dated January 2015.

Deliverable: Draft and Final APS Plans, APS Checklist, APS Design Memorandum, Itemized Cost Estimate, and Structures Preliminary Geotechnical Report

3.3 Final Project Report

Consultant will prepare final project report based on comments received during circulation of environmental document and in compliance with the PDPM.

Deliverable: Final Project Report

4.0 Environmental Support

4.1 Environmental Support

Consultant will support Caltrans with the preparation of the supplemental environmental document including revising the previously prepared VMT and Traffic Operations Analysis and preparing a Noise Abatement Decision Report (NADR) using the Caltrans prepared Noise Study Report. Consultant will also provide engineering and environmental support to aid Caltrans in preparation of the Supplemental EIR.

Deliverable: Updated VMT and Traffic Operations Analysis and Draft and Final NADR

EXHIBIT B

		Principal In Charge	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Structures Manager	Structures Lead	Structures Senior Engineer	Structures Engineer	Senior Environmental Planner	Project Controls			
TASK	TASK DESCRIPTIONS	GG	MB	JT				JH	CW	DG		AP		Total Hours	TASK TOTAL	TASK TOTAL
NO.	I ASK DESCRIPTIONS	\$130.06	\$116.30	\$87.98	\$68.83	\$55.31	\$48.60	\$104.90	\$90.37	\$67.79	\$55.74	\$67.31	\$54.94	Total Hours		
															\$17,237.88	
	PROJECT MANAGEMENT												N2900			
	PROJECT CONTROLS & ADMINISTRATION MEETINGS	30	60	12			-		<u> </u>				30	120		\$12,528.00 \$4,709.88
1.2	WEETINGS	12	18	12										42	\$9,881.96	\$4,703.00
2	PRELIMINARY ENGINEERING														57.001.70	
2.1	GEOMETRIC EXHIBIT	1	9	20	25		40							95		\$6,601.11
2.2	ENVIRONMENTAL FOOTPRINT EXHIBIT		4	10		35								49		\$3,280.85
															\$116,589.53	
	PROJECT REPORT															
3.1	DRAFT PROJECT REPORT		865													112
	1ST SUBMITTAL	3	15	25	35	50	70							198		\$12,910.73
2.2	2ND SUBMITTAL	1	5	12	18	20	40							96		\$6,056.46
	DRAFT PROJECT REPORT ATTACHMENTS	<u> </u>	-				 	-							 	
3.2.1	LOCATION MAP DRAFT		-				1							-	 	\$48.60
	DRAFT FINAL	—	-				1							1	 	\$48.60
3.2.2	PLANS	—					1							1	 	Ç.70.00
3.2.2	DRAFT	1	5	10	15	30	75				 			136		\$7,928.11
	FINAL	_	2	5	8	14	23							52		\$3,115.28
3.2.3	11-PAGE ESTIMATE				Ť		2.5							32		
3.2.3	DRAFT	1	4	12	20		20							57		\$3,999.62
	FINAL	100	2	6	10		10							28		\$1,934.78
3.2.4	RIGHT OF WAY DATA SHEET															
	DRAFT		2	4	12		16							34		\$2,188.08
	FINAL															
3.2.5	STORM WATER DATA REPORT															
	DRAFT	1	3	10	30		25							69		\$4,638.66
	FINAL		1	5	20		25							51		\$3,147.80
3.2.6	PRELIMINIAR/ DRAINAGE REPORT															
	DRAFT		1	5		20	15							41		\$2,391.40
	FINAL			3		10	8							21		\$1,205.84
3.2.7	DESIGN STANDARD DECISION DOCUMENTS															
	DRAFT	2	5	10	40		40							97		\$6,418.62
	FINAL		2	5	20		20							47		\$3,021.10
3.2.8	TMP DATA SHEET	-		7/21	10									350		£4.550.00
	DRAFT		2	4	6	10								22		\$1,550.60
220	FINAL		1	3	5	6	-							15		\$1,056.25
3.2.9	RISK REGISTR/ DRAFT	-	2	4				4				4				\$1,824.00
	FINAL		1	2	8 2			2				2		22 9		\$774.34
2 2 10	ADVDANCED PLANNING STUDIES		1	2	2			2				2		9		\$774.54
3.2.10	DRAFT						-	<u> </u>								
	S99 TO W58 VIADUCT	2	10	20		20		30	60	80	100			322		\$23,855.32
	RETAINING WALL 65		3	6		10		5	10	20	20			74		\$5,328.68
	FINAL															
	S99 TO W58 VIADUCT	1	5	10		20		15	40	50	50			191		\$14,062.36
	RETAINING WALL 65		2	4		10		2	8	15	15			56		\$3,923.33
3.3	FINAL PROJECT REPORT	1	5	10	13	22	30							81		\$5,160.97
															\$20,340.90	
4	ENVIRONMENTAL SUPPORT															
4.1	ENVIRONMENTAL SUPPORT	5	20	50		60	60					100		295		\$20,340.90
	TOTAL HOURS:	61	189	267	287	337	519	58	118	165	185	106	30	2322		
	TOTAL LABOR.	¢7 024	621 001		C10 7F4	¢10 c20	C25 222	¢6 004	\$10 CC4	¢11 10F	¢10 313	67 435	¢1 C40			
	TOTAL LABOR: Overhead	\$7,934	\$21,981	\$23,491	\$19,754	\$18,639	\$25,223	\$6,084	\$10,664	\$11,185	\$10,312	\$7,135	\$1,648			\$164,050.27 \$199,468.72

		0	THER DIRECT COST:	<u>S</u>
	UNITS	QUANTITY	UNIT RATE	Amount
SPGR	LS	1	\$15,000.00	\$15,000
Mailing/Travel/Printing	LS	1	\$5,002.00	\$5,002
			Tetal ODC	¢20.002

ODCs \$20,002.00

TOTAL \$419,872.89





ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent - Agreements r.

TO: Honorable Mayor and City Council

Daniel R. Maldonado, Assistant Water Resources Director FROM:

DATE: 7/25/2023

WARD:

SUBJECT: Agreements to provide TCP analytical services for the Water

Resources Department:

1. Agreement with Fruit Growers Laboratory, Inc., (not to exceed \$350,000 for a one-year term).

2. Agreement with BSK Associates, Inc., (not to exceed \$150,000

for a one-year term).

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

The City of Bakersfield Water Resources Department owns thirty-six well sites that are equipped with 1,2,3 Tri chloropropane (TCP) treatment. The department is regularly required to collect and analyze the samples from these well sites. The physical sampling is performed by Cal Water as part of the City's annual operating and maintenance agreement. Samples collected by Cal Water are sent to the laboratories under contract with the department for analysis. These laboratory results are submitted to state monitoring agencies and must be performed by a certified laboratory.

On July 11, 2023, City staff issued a Request for Qualifications and Proposal (RFQ&P) for TCP services. On August 1, 2023, the following firms submitted a Statement of Qualifications (SOQ) along with their rate sheet:

- BSK Associates (BSK)
- Fruit Growers Laboratory, Inc. dba FGL Environmental (FGL)

A selection committee of City staff reviewed the submitted SOQs and recommended award of contracts to both the firms based on the combination of their qualifications and fee proposal being favorable to the City. Two firms are selected as there are a significant number of samples collected and required to be analyzed on a continuous basis.

The compensation amounts for FGL and BSK are set at a not-to-exceed total of \$350,000 and not to exceed total of \$150,000 respectively for a one-year term with the option of three one-year

renewals.

Sufficient funds are budgeted within the Domestic Water Fund for this purchase and therefore an appropriation is not required. There is no impact to the General Fund.

ATTACHMENTS:

	Description	Type
D	Agreement - FGL	Agreement
D	Agreement - BSK	Agreement
D	Exhibit A	Exhibit
D	Exhibit B - FGL	Exhibit
D	Exhibit B - BSK	Exhibit

AGREEMENT NO	0.

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 (referred to herein as "CITY"), and FRUIT GROWERS LABORATORY, INC., a Corporation authorized to do business in California (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, CITY is the owner of domestic water system which utilizes well head treatment consisting of fifty-five (55) granular activated carbon vessel pairs at multiple well sites for the removal of the groundwater contaminant 1,2,3 – Trichloropropane ("TCP"); and

WHEREAS, CITY is required by the California State Water Resources Control Board, Division of Drinking Water ("DDW") to frequently obtain and analyze water samples in order to monitor TCP levels in the groundwater and to verify removal of TCP by use of said well head treatment; and

WHEREAS, CITY does not currently have facilities and staff to analyze water samples as required by DDW; and

WHEREAS, CITY issued a Request for Qualifications and Proposal ("RFQ&P"), attached hereto as **Exhibit "A"** and incorporated herein by reference, for TCP Analytical Services; and

WHEREAS, after reviewing the RFQ&P and being satisfied that it understands the requirements, CONTRACTOR has submitted a Statement of Qualifications ("SOQ") and a Fee Schedule in response to the RFQ&P, said Fee Schedule is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified, and a specialist in the field of water analytical services, particularly with regards to TCP; and

WHEREAS, based on CONTRACTOR's representations, CITY desires to retain CONTRACTOR to provide TCP Analytical Services, as outlined herein; and

WHEREAS, the term CONTRACTOR as used herein is understood to be the same as "Laboratory" as described in the RFQ&P and includes all officers of any corporation executing this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and **CONTRACTOR** mutually agree as follows:

In exchange for Compensation (defined below), 1. SCOPE OF WORK. CONTRACTOR shall competently and thoroughly perform the work generally described as follows:

The Scope of Work shall be in accordance with the work as described in the RFQ&P (See Exhibit "A") and shall include all items detailed in CONTRACTOR'S Fee Schedule (See Exhibit "B"). CONTRACTOR's services will 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.

- COMPENSATION/PAYMENT PROCEDURE. CITY will pay CONTRACTOR within 2. 30 days after CONTRACTOR submits an itemized invoice in accordance with the unit prices set forth in Exhibit B 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 THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000).
- TERM. Unless terminated sooner as set forth herein, this Agreement shall 3. terminate one (1) year from the date first written above. Agreement may be renewed annually for three (3) consecutive one-year periods at CITY's option. If agreed upon by CITY, CONTRACTOR may adjust unit prices for each one-year period upon Agreement renewal.
- **TERMINATION.** Either party may terminate this Agreement after giving the 4. other party written notice, as provided herein, ten days before the termination is effective.
- **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole 5. 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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>DIRECTION</u>. 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. <u>STARTING WORK</u>. 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.
- to perform the Scope of Work. All key personnel to be assigned 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. <u>INCLUDED DOCUMENTS</u>. 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 licensees or professional degrees.

- **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in 13. conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
- **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to 14. 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 unreaistered 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.
- NO WAIVER OF DEFAULT. The failure of any party to enforce against another 15. 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").
 - Automobile liability insurance, providing coverage for 16.1.1 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.
 - Commercial general liability insurance, unless otherwise 16.1.2 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.
- Workers' compensation insurance with limits of not less than 16.1.3 \$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 Pursuant to Labor Code Section 1861, employees. CONTRACTOR must submit to CITY the following any work on the beginning certification before 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.

All policies required of CONTRACTOR must be written on a 16.2.1 first-dollar coverage basis, or contain a deductible Subject to CITY's advance approval, provision.

Agreement (FGL).docx

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.
- 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.
- 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. <u>ACCOUNTING RECORDS</u>. 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. <u>CORPORATE AUTHORITY</u>. 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. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **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.
- **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. <u>MERGER AND MODIFICATION</u>. 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. <u>NOTICES</u>. 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 Road

Bakersfield, California 93311

CONTRACTOR: FRUIT GROWERS LABORATORY, INC.

853 Corporation Street Santa Paula, CA 93060

- 32. <u>RESOURCE ALLOCATION</u>. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 33. <u>TITLE TO DOCUMENTS</u>. 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	
exec	IN WITNESS WHEREOF, the parties here tuted as of the Effective Date.	eto have caused this Agreement to be
CITY	"CITY" OF BAKERSFIELD	"CONTRACTOR" FRUIT GROWERS LABORATORY, INC
Ву:		By:

[Signatures on Following Page]

Print Name: Glenn Olsen

Title: Marketing Director

KAREN GOH

Mayor

APPROVED AS TO CONTENT: WATER RESOURCES DEPARTMENT

Attachments:
Exhibit "A" – RFQ
Exhibit "B" – CONTRACTOR's Fee Schedule

RANDY MCKEEGAN Finance Director

By:__

AGREEMENT NO.	
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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	(referred to herein as "CITY"), and BSK
ASSOCIATES , a Corporation authorized	to do business in California (referred to
herein as "CONTRACTOR").	·

RECITALS

WHEREAS, CITY is the owner of domestic water system which utilizes well head treatment consisting of fifty-five (55) granular activated carbon vessel pairs at multiple well sites for the removal of the groundwater contaminant 1,2,3 – Trichloropropane ("TCP"); and

WHEREAS, CITY is required by the California State Water Resources Control Board, Division of Drinking Water ("DDW") to frequently obtain and analyze water samples in order to monitor TCP levels in the groundwater and to verify removal of TCP by use of said well head treatment; and

WHEREAS, CITY does not currently have facilities and staff to analyze water samples as required by DDW; and

WHEREAS, CITY issued a Request for Qualifications and Proposal ("RFQ&P"), attached hereto as **Exhibit "A"** and incorporated herein by reference, for TCP Analytical Services; and

WHEREAS, after reviewing the RFQ&P and being satisfied that it understands the requirements, CONTRACTOR has submitted a Statement of Qualifications ("SOQ") and a Fee Schedule in response to the RFQ&P, said Fee Schedule is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified, and a specialist in the field of water analytical services, particularly with regards to TCP; and

WHEREAS, based on CONTRACTOR's representations, CITY desires to retain CONTRACTOR to provide TCP Analytical Services, as outlined herein; and

WHEREAS, the term CONTRACTOR as used herein is understood to be the same as "Laboratory" as described in the RFQ&P and includes all officers of any corporation executing this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

 SCOPE OF WORK. In exchange for Compensation (defined below), CONTRACTOR shall competently and thoroughly perform the work generally described as follows:

The Scope of Work shall be in accordance with the work as described in the RFQ&P (See Exhibit "A") and shall include all items detailed in CONTRACTOR'S Fee Schedule (See Exhibit "B"). CONTRACTOR's services will 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. CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice in accordance with the unit prices set forth in Exhibit B 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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).
- TERM. Unless terminated sooner as set forth herein, this Agreement shall terminate one (1) year from the date first written above. Agreement may be renewed annually for three (3) consecutive one-year periods at CITY's option. If agreed upon by CITY, CONTRACTOR may adjust unit prices for each one-year period upon Agreement renewal.
- **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

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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.
- 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 licensees or professional degrees.

INDEPENDENT CONTRACTOR'S AGREEMENT

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- 13. <u>STANDARD OF PERFORMANCE</u>. 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.
- **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to 14. 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 <u>Types and Limits of Insurance</u>. 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").
 - **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 <u>Commercial general liability insurance</u>, 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.

INDEPENDENT CONTRACTOR'S AGREEMENT
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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,

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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.

- All policies required of CONTRACTOR must be primary 16.2.2 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.
- The insurance required above, except for workers' 16.2.3 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.
- The insurance required in this section must be maintained 16.2.4 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.
- Full compensation for all premiums which the CONTRACTOR 16.2.5 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.

- It is further understood and agreed by CONTRACTOR that 16.2.6 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.
- Unless otherwise approved by CITY, if any part of the Scope 16.2.7 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.
- THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely 17. 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.
- **INDEMNITY**. CONTRACTOR shall indemnify, defend, and hold harmless CITY 18. 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.
- Neither this Agreement nor any rights, interests, duties, ASSIGNMENT. 19. 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. <u>ACCOUNTING RECORDS</u>. 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. <u>BINDING EFFECT</u>. 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. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **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.
- **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.
- **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.

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- **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. <u>NON-INTEREST</u>. 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

WATER RESOURCES DEPARTMENT

1000 Buena Vista Road

Bakersfield, California 93311

CONTRACTOR: BSK ASSOCIATES

691 N. Laverne Ave, Suite 101

Fresno, CA 93727

- 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. <u>TITLE TO DOCUMENTS</u>. 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.

INDEPENDENT CONTRACTOR'S AGREEMENT

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34.	TAX NUMBERS.				
	CONTRACTOR's Federal Tax ID Number CONTRACTOR is a corporation? Yes				
exec	IN WITNESS WHEREOF, the parties her uted as of the Effective Date.	eto have caused this Agreement to be			
CITY	"CITY" OF BAKERSFIELD	"CONTRACTOR" BSK ASSOCIATES			
Ву:	KAREN GOH Mayor	By: Cole S. Mackelprang Print Name: Cole S. Mackelprang Title: Business Development Director			
	[Signatures on Fo	llowing Page]			
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APPROVED AS TO CONTENT: WATER RESOURCES DEPARTMENT		
By: Daniel Maldonado Assistant Water Resources Director		
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney		
By: MATTHEW COLLOM Deputy City Attorney I Insurance:		
COUNTERSIGNED:		
By: RANDY MCKEEGAN Finance Director		
Attachments: Exhibit "A" – RFQ Exhibit "B" – CONTRACTOR's Fee Schedule		
INDEPENDENT CONTRACTOR'S AGREEMENT S:\14 - CONTRACTS - AGREEMENTS\ON-CALL SERVICES\On-call TCP Agreement (BSK).docx	Sampling\FY 23.24\Agreement\BSK\TG	Page 11 of 11 CP Sampling -



Request for Qualifications & Proposal (RFQ&P)

TCP Analytical Services for City of Bakersfield Water Resources Department Bakersfield. California

July 11, 2023

Firms wishing to be considered for this program should thoroughly read this RFQ&P.

I. GENERAL DESCRIPTION AND REQUIREMENTS

The City of Bakersfield, Water Resources Department ("City") desires to enter into an agreement with one or more water analytical firms ("Laboratory") which will provide City with 1,2,3 – Trichloropropane ("TCP") analytical services. Laboratory shall have extensive documented experience in providing TCP analytical services. The agreement term shall be one (1) year and may be renewed annually for three (3) consecutive one-year periods at City's option and upon mutually agreeable terms. Compensation to Laboratory under the agreement will be made by City.

City is the owner of a domestic water system in west Bakersfield. The system is maintained and operated by California Water Service ("Cal Water") under contract. Several domestic water well sites are equipped with filtration vessels filled with granular activated carbon media (GAC) for the removal of TCP. Currently, there are a total of 110 GAC vessels (55 pairs) designated for TCP removal.

Please note that, Laboratory is responsible for compliance with all applicable laws, including, but not limited to the Labor Code, Public Contract code, and Government code of the State of California. City makes no representation as to the applicability or inapplicability of any laws regarding contracts. Laboratory will not hold or seek to hold City liable for any failure by Laboratory to comply with any such laws without regard to whether City knew, could have known, or should have known as to the necessity of such compliance.

In order to be considered for this program, Proposer's shall be accredited by the California State Water Resources Control Board, Division of Drinking Water's (DDW) Environmental Laboratory Accreditation Program (ELAP) to perform SRL-524M-TCP analytics.

For the purpose of this project, the following definitions shall apply:

- CITY is the City of Bakersfield, Water Resources Department.
- PROPOSER is a firm which provides a submittal package in response to this RFQ&P.
- LABORATORY is the firm selected by City to provide services under agreement as described in this RFQ&P.
- CALIFORNIA WATER SERVICE (CAL WATER) is the firm under contract with City to maintain and operate City's domestic water system.

II. SERVICES TO BE PROVIDED BY LABORATORY (SCOPE OF WORK)

- A. Laboratory shall have the resources, equipment, and professional staff and shall furnish, at their own expense (unless specified otherwise), all materials, labor, tools, equipment, supplies, and shipping to provide the analytical services as described in this section.
- B. The general order of events is as follows:
 - 1. Upon request from Cal Water, Laboratory shall deliver testing kits with return shipping labels to Cal Water. Testing kits shall include trip blanks.

- 2. Cal Water trained personnel will collect samples and ship collected samples along with trip blanks to Laboratory. Laboratory shall not be responsible for compensating Cal Water to collect samples.
- 3. Laboratory shall perform analytical services for TCP within fourteen (14) days from collection and provide results to Cal Water. Results shall be provided to Cal Water via Electronic Data Transfer (EDT) in a specific format described in Section V Electronic Data Transfer (EDT) Requirements. Laboratory shall immediately notify Cal Water via email of any Maximum Contaminant Level (MCL) exceedances.
- C. Laboratory shall perform TCP analytics in accordance with the SRL-524M-TCP Method and shall have the capability to confidently report down to 0.7 parts per trillion (PPT).

III. SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

City shall be responsible, through use of Cal Water, to collect samples using Laboratory supplied bottles and shall provide a Chain of Custody (COC) form with the sample set. Sample set and COC form shall be shipped by Cal Water to Laboratory using Laboratory's prepaid shipping labels.

IV. SAMPLING FREQUENCY

The sampling frequency information provided in this section is for reference only and is subject to change. For each well site, Cal Water will collect three (3) samples per vessel pair per month and will collect one (1) raw well water sample per quarter.

V. <u>ELECTRONIC DATA TRANSFER (EDT) REQUIREMENTS</u>

TCP analysis results shall be provided to Cal Water via EDT in a ".txt file". The format of the data shall be in accordance with the following:

- The first line of text shall be the names of the various parameters (case sensitive) and shall read: Labid|SUBMISSION NUMBER|SPC|Sample ID No.|Sample Date|Sample Time|Receive Date|Receive Time|CAS#|Parm List|Parameter|Analyte|Result|Flag|Detection Limit|Units|Dilution|Analyzed Date|Analyzed Time|Method
- The following line of text shall be the values associated with the parameters listed above for a particular analysis and shall be in the same order as the parameters listed above. Each value shall be delineated by a vertical bar "|".
- The next line of text shall be for the next analysis and shall be in the same format as described above.
- This format shall continue for each analysis.

A description of the various parameters is provided in the table below.

FIELD	DESCRIPTION
Labid	Contract Lab's ELAP's Certification Number
Submission	Work order/sample ID/Report number that the contract lab use to
Number	identify sample
SPC	Calwater's Sample Point Code (see reference COC)
Sample ID No.	Calwater's Sample ID Number (see reference COC)
Sample Date	Sample Date on COC
Sample Time	Sample Time on COC
Receive Date	Contract lab's receive date
Receive Time	Contract lab's receive time
CAS #	Analyte CAS number, where applicable (see Parameter List with CAS
	Numbers, Storet Number and Units document)
Parameter	Analyte Parameter List (see Parameter List with CAS Numbers, Storet
List Number and Units document)	
Parameter	Analyte Parameter (see Parameter List with CAS Numbers, Storet
·	Number and Units document)
Analyte	Analyte Description (see Parameter List with CAS Numbers, Storet
D 14	Number and Units document)
Result	Analyte result
Flag	Flags, where applicable (eg. Missed hold time, invalid, etc.)
Detection	Detection Limit, where applicable
Limit	Units must make Col Hataria units (see Baramatan List with CAC
Units	Units-must match Cal Water's units (see Parameter List with CAS
Dilution	Numbers, Storet Number and Units document)
	Dilution factor, where applicable Contract Lab's Analysis Date
	·
Analyzed Time Method	Contract Lab's Analysis Time
метнои	Method which sample was analyzed by

VI. TURN AROUND TIME

Laboratory shall provide a standard Turn around Time (TAT) of five (5) business days. Upon request by City or Cal Water, Laboratory shall provide a TAT of forty-eight (48) hours.

VII. SUBMITTAL REQUIREMENTS

Proposers must include in their submittal package the following items:

- Three (3) copies of Proposer's SOQ (refer to Section VIII Statement of Qualifications), including a statement of insurance coverage signed by a company official.
- One (1) copy of the Proposer's Fee Schedule in its own sealed envelope labeled: "Fee schedule" (refer to Section IX Fee Schedule).
- One (1) signed copy of the completed "General Information Sheet" (refer to Attachment RFQ-1)
- One (1) signed copy of the sample agreement (refer to Section XII Contract Documents and Attachment RFQ-2)

The submittal items must be placed into a sealed envelope bearing Proposer's name and the words:

Statement of Qualifications and Proposal for TCP Analytical Services for City of Bakersfield Water Resources Department Bakersfield, California

Before 3:00 p.m. on Tuesday, August 1, 2023, the submittal package must be delivered to:

Sameena Gill, Engineer III City of Bakersfield Water Resources Department 1000 Buena Vista Road Bakersfield, California 93311

City assumes no responsibility for non-receipt of submittal packages due to any delay including, but not limited to, carrier delay. It is 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&P 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.

VIII. STATEMENT OF QUALIFICATIONS

Statement of Qualifications (SOQ) shall contain at a minimum the following information:

- A. A statement of Proposer's knowledge and expertise in water analytical services, particularly with regards to TCP.
- B. A statement of Proposer's analytical capacity, including number of TCP samples Proposer is able to analyze per day and documentation demonstrating Proposer's ability to perform the required frequency of analyses.
- C. A statement of Proposer's management principles and procedures and how they will be applied to work performed under the agreement.
- D. A list of water purveyors utilizing analytical services of Proposer and their contact information.
- E. A statement of Proposer's TCP analysis method and minimum reporting level.
- F. A statement of why Proposer believes it should be selected for this program.
- G. Documentation verifying ELAP accreditation.
- H. A statement of Proposer's current insurance coverage signed by a company official. <u>Do not submit a certificate of insurance in lieu of this statement</u>. City requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet City's minimum requirements, a statement of Proposer's ability and intent to obtain the required coverage must be included.
- I. Additional information Proposer deems necessary for City to complete its evaluation of Proposer based on the criteria described in Section X Selection of Laboratory(ies).

IX. FEE SCHEDULE

Proposers shall submit a Fee Schedule for services provided as described in this RFQ&P and shall be in accordance with the following:

- A. Fee Schedule shall provide Proposer's unit price per analysis to perform the analyses listed below:
 - 1. 1,2,3 Trichloropropane analysis Standard TAT (5 days)
 - 2. 1,2,3 Trichloropropane analysis Rush TAT (48 hours)
- B. Unit prices shall include unless specified otherwise in this RFQ&P, all materials, labor, tools, equipment, supplies, and shipping costs.
- C. Unit prices shall be valid for the duration of the one (1) year agreement and shall be held constant throughout the term of the one (1) year agreement. The agreement may be renewed annually for three (3) consecutive one-year periods at City's option. If agreed upon by City, Laboratory may adjust unit prices for each one-year period upon agreement renewal.

X. SELECTION OF LABORATORY(IES)

Proposers must provide in their submittal package, verifiable evidence demonstrating that they have considerable current and past experience in providing the services described in this RFQ&P.

City will award a contract to one or more laboratories after reviewing all the SOQs and Fee Schedules submitted by interested firms. Selection will be based on City's evaluation of Proposer's SOQ, Fee Schedule, and the items listed below (in no particular order):

- A. Proposer's experience and past performance on comparable services for City and other water purveyors;
- B. Proposer's resources and its capability to perform the required services within the required time frames;
- C. Proposer's TCP analysis method and minimum reporting level; and
- D. Documentation verifying ELAP accreditation.
- E. Statement confirming that the proposer possesses electronic data download capabilities and generates TXT files for data upload.

XI. SOLICITATION CAVEAT

Proposer understands and agrees that City shall have no financial responsibility for any costs incurred by Proposer in responding to this RFQ&P and City shall not be liable for any of Proposer's costs attributed to their own study and investigation in regards to this RFQ&P. City reserves the right to terminate this RFQ&P at any time.

The submission of a proposal shall be conclusive evidence that Proposer has 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 5 – Compliance with All Laws* of the INDEPENDENT CONTRACTOR'S AGREEMENT, once final selection occurs the Laboratory will need to obtain a City of Bakersfield business tax certificate prior to execution of an agreement with City.

XII. CONTRACT DOCUMENTS

A sample copy of the City's INDEPENDENT CONTRACTOR'S AGREEMENT is included with this RFQ&P as *Attachment RFQ-2*. Please review the agreement carefully. This is the agreement Laboratory will be expected to execute without alteration. If any changes are desired, Proposer must submit a copy of the requested modifications to City for approval at least ten (10) calendar days prior to the date that submittal packages are due. If approved, City will then issue the changes to all prospective Proposers prior to the due date.

An officer of Proposer must sign and return the "Sample Agreement Acceptance" clause located on the last page of the agreement and return the sample INDEPENDENT CONTRACTOR'S AGREEMENT included in this RFQ&P with Proposer's submittal package. The clause states:

"I have received and reviewed the sample INDEPENDENT CONTRACTOR'S AGREEMENT including the INDEMNITY clause which was included in the City's RFQ&P. My signature below shall signify our firm's acceptance of said agreement if our firm is selected for awarding a contract for this project as described in said RFQ&P. This acceptance is made with the understanding that the "COMPENSATION" and "TERM" clauses will be modified or created to contain the amounts and dates established for this agreement."

The signature indicates that Proposer accepts the clauses of the agreement, including the indemnity clause, as stated on the enclosed sample copy of the City's agreement, with the exception that the "COMPENSATION" and "TERM" clauses and other blanks where appropriate will be modified. Failure to execute the agreement without alteration may result in the rejection of Proposer's submittal and retaining of a different Proposer by City.

City will not approve Proposer's requested modifications to the insurance clause nor the indemnity clause of this agreement. At the time of agreement execution, the Manager will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

XIII. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning this RFQ&P, City's review and evaluation of the submittal packages, and City's selection of laboratory must be submitted in writing, at least ten (10) calendar days before the proposals are due, to:

Sameena Gill
City of Bakersfield
Water Resources Department
Email: sgill@bakersfieldcity.us

XIV. ATTACHMENTS

The following documents are attachments to this RFQ&P:

- Attachment RFQ-1. General Information Sheet
- Attachment RFQ-2, Sample Agreement



Attachment RFQ-1 -- General Information Sheet

TCP Analytical Services for City of Bakersfield Water Resources Department Bakersfield, California

Date:			
Legal Name of Firm:			
Type of Organization	1:		
If a corporation, state	e in which the firm is i	ncorporated:	
Federal Employer I.[D. Number:		
Street Address:			
Mailing Address:			
Telephone Number:			
Fax Number:			
Contact Person:	Name		
	Phone Number		
	E-Mail		
Name of Principal-in-	- Charge, Title, Licens	se Number	
Name of Project Mar	nager, Title, License N	Number	
Signature of Officer of	of the Firm	Title	Date

Attachment RFQ-2 -- Sample Agreement

AGREEMENT NO.	

INDEPENDENT CONTRACTOR'S AGREEMENT

entered munici	This INDEPENDENT CONTRACTOR'S AGREEMENT ("Agreement") is made and dinto on, by and between the CITY OF BAKERSFIELD, a coal corporation (referred to herein as "CITY"), and a [business type: Sole Proprietorship; ship; Corporation; LLC; etc.] authorized to do business in California (referred to
	as "CONTRACTOR").
	RECITALS
	WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, welled and a specialist in the field of
	NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and ACTOR mutually agree as follows:
	SCOPE OF WORK. In exchange for the Compensation (defined below), CONTRACTOR shall perform the following:
•	("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.
	COMPENSATION/PAYMENT PROCEDURE. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): [choose one]
	(1) A total, lump sum payment of \$ after the Scope of Work is completed to CITY's satisfaction, or
	(2) On an hourly [or time/material] basis in accordance with the hourly rates as shown on Exhibit A .
	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
\$ for performing the Scope of Work.

- **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on _______[Date].
- **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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>DIRECTION</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. 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 licensees 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.
- **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.

- **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").
 - **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 <u>Commercial general liability insurance</u>, 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.
- 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.

- 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.
- 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.
- 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.
- **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.
- **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. <u>FURTHER ASSURANCES.</u>** 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.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- **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

32.	RESOURCE ALLOCATION . All CITY obligation are subject to the appropriation and allocations.	
33.	TITLE TO DOCUMENTS. All documents, pl and other papers, or copies thereof pre terms of this Agreement, shall, upon prep	pared by CONTRACTOR pursuant to the
34.	TAX NUMBERS.	
	CONTRACTOR's Federal Tax ID Number CONTRACTOR is a corporation? Yes	No (Please check one.)
execı	IN WITNESS WHEREOF, the parties heretuted as of the date first written above.	to have caused this Agreement to be
CITY ("CITY" OF BAKERSFIELD	"CONTRACTOR"
D		D. a
Ву:	KAREN GOH	Ву:
	Mayor Print Name	:
		Title:
	[Signatures on Follo	wing Page]

CONTRACTOR:

APPROVED AS TO CONTENT: CITY DEPARTMENT NAME	
By:	<u> </u>
DEPARTMENT HEAD NAME TITLE	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
Rv.	
By:(NAME & TITLE)	
Insurance:	
COUNTERSIGNED:	
Rv.	
RANDY MCKEEGAN Finance Director	
Attachment: Exhibit	
including the INDEMNITY clause w below shall signify our firm's ac awarding a contract for the proje with the understanding that the (the sample INDEPENDENT CONTRACTOR'S AGREEMENT which was sent to me with the City's RFQ/P. My signature ceptance of said contract if our firm is selected for ct as described in said RFQ/P. This acceptance is made Compensation and Time for Completion clauses will be and dates established for this contract."
Signature:	Date:

Date: August 1, 2023

To:

City of Bakersfield

Attn: Sameena Gill

Subject:

TCP - IFB Pricing

These quoted prices will be valid for 12 months starting on Day One of the consummated contract between FGL Environmental and the City of Bakersfield.

Quote For Time Period: August 01, 2023 through August 31, 2024 Sampled By: Client Sampling

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
1,2,3 - Trichloropropane, 5 Day TAT*	SRL 524M-TCP	67.00	1	67.00
1,2,3 - Trichloropropane (2Day Rush Only)*	SRL 524M-TCP	149.00	1	149.00

- TAT (turn around time) is "business days" (M-F, not holidays) and begins the day after the samples are received by the laboratory. (Do not count the actual day the samples arrive). Reports can be electronically posted as late as 5:00 p.m on the last business day of the promised TAT.
- · NOTE: Pricing is inclusive of all materials, labor, tools, equipment, supplies and shipping costs. FGL will provide its UPS Shipper Number to cover the costs of shipping samples from the Bakersfield area to our Main Laboratory in Santa Paula, CA.
- In the event that Travel Blanks are required or requested for analysis, they will be charged as an additional sample at the same price.
- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- · All work undertaken is subject to our terms and conditions, which are available upon request.

If you have any questions regarding this quote or require any modifications, please call (805) 392-2000



IX. Fee Schedule

Analytical Services Quotation

TCP Analytical Services August 2023-2024

Sameena Gill

City of Bakersfield Water Resources Department

1000 Buena Vista Road Bakersfield, CA 93311

Printed:

07/27/2023

Effective:

08/01/2023

Expires:

08/31/2024

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water		,			
1,2,3-Trichloropropane by GC-MS SIM	SRL 524M-TCP	1	5	\$175.00	\$175.00
Additional Items					
Certification, Material and Disposal Fee-WorkOrder	Standard	1		\$10.00	\$10.00
				Bid Total:	\$185.00

Pricing provided is for standard 5 day turnaround time (TAT). For rush TAT (48 hour) the cost is \$200.00 per sample.

Quotation Prepared by ...

Tina Green

Business Development Associate



TCP Analytical Services August 2023-2024

Sameena Gill

City of Bakersfield Water Resources Department

1000 Buena Vista Road

Bakersfield, CA 93311

Printed:

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Sample Collection / Hold Time Info

Volatile Organics

Volatile Olg	amos	Amount	Hold Time	
Matrix Container		Preservation		Required
1,2,3-Trichlorop	ropane by GC-MS SIM (SRL 524M-TCP)			
Water	40mL AG VOA / HCL	Add HCl to pH<2; refrigerate	40mL	14 days

Analysis Details / Quality Control Limits

	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
Analyte	Limit	%R	%R	RPD	%R	RPD	RPD
Volatile Organics							
1,2,3-Trichloropropane by GC-MS SIM in W	ater (SRL 524M-TC	P)					
1,2,3-Trichloropropane	0.00070 ug/L		80 - 120	30			20



TCP Analytical Services August 2023-2024

Sameena Gill

City of Bakersfield Water Resources Department 1000 Buena Vista Road Bakersfield, CA 93311

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08/31/2024

BSK Associates Laboratory Services Standard Terms and Conditions

PRICES AND TAXES

a. Prices are exclusive of federal, state, and local taxes, fees or charges now in force or enacted in the future.

SHIPMENT

a. BSK Associates (LABORATORY) will deliver completed reports by one of more of the following means: U.S. First Class mail, standard ground service carrier (i.e. UPS Ground, FedEx Ground, etc.), electronic mail (via Adobe PDF®), or post to the LABORATORY data portal. Shipping charges, where applicable, will be included with all sample prices. LABORATORY will expedite mailing of hardcopy deliverables at CLIENT's request and at CLIENT's expense.

TERMS OF PAYMENT

- Terms are net thirty (30) days. Amounts past due will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month to cover the costs of servicing these accounts.
- Orders from customers with invoices that are sixty (60) days or more overdue (i.e., not paid within 60 days of invoice date) will be accepted only on a C.O.D., cash or credit card with order basis until credit can be re-established to LABORATORY's satisfaction. LABORATORY reserves the right to withhold reports, if currently under progress, if a CLIENT fails to pay on any invoice beyond 60 days. Unpaid invoices more than ninety (90) days overdue may be subject to collections at the sole discretion of the LABORATORY.

- Completion of any services purchased is subject to LABORATORY availability schedule. LABORATORY shall make every reasonable effort to meet any completion date(s) quoted or acknowledged. However, LABORATORY will not in any way be liable for damages caused by its failure to meet such date(s)
- Standard turnaround (TAT) for laboratory services is 10 business days. All TAT schedules may not be available for all test methods. Please contact the laboratory if you have specific turnaround requirements. Results are considered due out of the lab by closed of business on that day. Unless arranged otherwise with the laboratory, samples for 2 or less day turnaround must be received by noon for the lab to include the day received in determination of the due date.
- LABORATORY will use, where applicable, standard testing procedures that conform to published analytical methodologies. LABORATORY reserves the right to make changes or alter these methodologies if necessary due to composition or nature of the sample or based upon the reasonable judgment of the LABORATORY. Such deviations will be made on the basis consistent with either industry standards or according to the LABORATORY's Standard Operating Procedures.
- Verbal and/or preliminary results may be given in advance to the final written report of results. Such verbal or preliminary results are tentative results only and are subject to change or confirmation based upon LABORATORY quality assurance review procedures. LABORATORY shall not be liable in any way for damages incurred by CLIENT as a result of CLIENT's reliance on such verbal or preliminary results.
- LABORATORY reserves the right to subcontract services ordered by the CLIENT if it is in the CLIENT's best interest to do so in a manner consistent with our Subcontract Policy (see below). LABORATORY shall not be liable in any way for subcontracted services except as stated in section 4a, above, and 5a, following, unless other arrangements have been made in writing with LABORATORY prior to sample delivery.
- All results provided by LABORATORY are strictly for the use of the CLIENT and LABORATORY is in no way responsible for use of such results by the CLIENT or third parties. All results should be considered in their entirety and LABORATORY is not responsible for the detachment, separation or other use of any portion of the results. Unless otherwise agreed in writing, all documents and information prepared by LABORATORY or obtained by LABORATORY from any third party in connection with the performance of the Services are the property of
- The CLIENT represents and warrants that any sample delivered to LABORATORY will be preceded by or accompanied by complete written disclosure of the existence of any Title 22 CAC listed hazardous substances known or suspected by the CLIENT. The CLIENT further warrants that any sample known to contain any hazardous substance(s) that is to be delivered to LABORATORY will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.
- LABORATORY will retain pertinent records relating to the services performed for a period consistent with the Laboratory's record retention policy. During this period the records will be made available to CLIENT for listed archive retrieval fees at reasonable times.
- LABORATORY liability is specifically limited as stated in Section 5. LABORATORY shall not be responsible nor liable in any way for the following:
 - The method or methods by which samples are collected or obtained, transported, labeled or delivered by CLIENT or CLIENT's agents.
 - The evaluation, reporting, or use by CLIENT or any third party, or the interpretation of any data, reports or findings given by LABORATORY to CLIENT.
 - iii. The retention, return and/or preservation or disposal of any sample after the analysis is completed.

Page 3 of 5



TCP Analytical Services August 2023-2024

Sameena Gill

City of Bakersfield Water Resources Department 1000 Buena Vista Road Bakersfield, CA 93311

Printed:

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Expires:

08/31/2024

BSK Standard Terms and Conditions continued...

ALLOCATION OF RISK

Limitation of Liability. The total cumulative liability of LABORATORY, its subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "LABORATORY Entities") to CLIENT arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by LABORATORY under this Agreement or \$50,000, whichever is less; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in LABORATORY's Services, whether alleged to arise in tort, contract, warranty, or other legal theory, including any claim based on the indemnification clauses below.

Indemnification

- Indemnification of CLIENT. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, LABORATORY agrees to indemnify and hold harmless CLIENT, its shareholders, officers, directors, employees, from and against any and all claims, suits, liabilities, damages, expenses (including reimbursement of reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by LABORATORY's negligent performance of its Services under this Agreement. LABORATORY's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of LABORATORY's actual indemnity obligation hereunder.
- Indemnification of LABORATORY. CLIENT will indemnify and hold harmless LABORATORY Entities from and against any and all Losses to the extent caused by the negligence of CLIENT, its employees, agents and contractors. In addition, except to the extent caused by LABORATORY's sole negligence, CLIENT expressly agrees to defend, indemnify and hold harmless LABORATORY Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
- Consequential Damages. Neither CLIENT nor LABORATORY will be liable to the other for any special, consequential, incidental or penal losses or damages, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital of the other party or its customers.
- Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If LABORATORY provides Services to CLIENT that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

EXPERT WITNESS

In the event that LABORATORY personnel are required by any party to serve as expert witness with respect to any analytical work performed. the contracting party will reimburse LABORATORY for all costs associated with such testimony, including but not limited to the time involved in preparing for and in actually testifying; and the cost of any materials including photocopies, magnetic tapes, floppy diskettes, optical media, etc.

BANKRUPTCY

If CLIENT becomes bankrupt or insolvent, or commences ending of its business, LABORATORY will be entitled by notice in writing to cancel this contract without judicial intervention or declaration of default of CLIENT.

ENTIRE AGREEMENT

- The terms and conditions set forth herein constitute the entire agreement between LABORATORY and CLIENT.
- This contract may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of the
- CLIENT hereby acknowledges that he has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representation specifically set forth herein.

WAIVER

The failure by LABORATORY to enforce at any time any of the provisions of this contract, to exercise any election or option provided herein, or to require at any time the performance by CLIENT of any of the revisions herein will not in any way be construed as a waiver of such provisions.

10) ERRORS

Stenographic and clerical errors in sales made under this contract are subject to correction.

11) APPLICABLE LAW, JURISDICTION AND VENUE

a. This contract will be governed by the laws of the State of California. The California state courts of Fresno County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California) will have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and CLIENT hereby consents to the jurisdiction of such courts.

12) ATTORNEYS' FEES

It is agreed that the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the enforcement or interpretation of this agreement should be filed, and a judgment be made.

All quotations are strictly confidential



TCP Analytical Services August 2023-2024

Sameena Gill City of Bakersfield Water Resources Department 1000 Buena Vista Road Bakersfield, CA 93311

Printed:

07/27/2023

Effective:

08/01/2023

Expires:

08/31/2024

BSK Standard Terms and Conditions continued...

13) CONFIDENTIALITY POLICY

It is the policy of BSK Associates to only convey analytical results to those individuals whose name or company name appear on the Chain of Custody or a preauthorized established agent. Exceptions are persons listed as "copy to", persons whom verbal permission from the CLIENT is obtained, regulatory agents who have specific information such as date sampled or submission number, and drinking water results reported to the Department of Health Services as required by law. BSK Associates will not be liable for misrepresentation or intentional fraud by individuals requesting results.

14) SUBCONTRACT POLICY

a. BSK Associates shall analyze all samples, as requested by the CLIENT, in accordance with the Chain of Custody record. Subcontracting of samples may occur under any of the following circumstances; the analysis is not performed routinely by BSK Associates and is a well-known subcontracted test, instrument breakdown or analyst is not available, lack of instrument time, hold time or CLIENT requested turnaround time cannot be met, and method demands such as analytes or detection limits cannot be achieved. Only labs with the proper certifications will be used. BSK Associates will make a concerted effort to notify the CLIENT in writing, when samples will be subcontracted other than routinely subcontracted analysis. Results shall be reported on the subcontract laboratory's own letterhead or the subcontract lab will be identified except when state forms are required.

15) ACCEPTANCE OF TERMS AND CONDITIONS

Submission of samples for analysis under Chain of Custody with authorizing signature shall be considered the acknowledgement and acceptance of these Terms and Conditions on the part of the CLIENT.

Rev. 03/18/2011



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements s.

TO: Honorable Mayor and City Council

FROM: Gregory Pronovost, Director of Technology Services

DATE: 8/9/2023

WARD:

SUBJECT: Amendment No. 5 to Agreement No. 2020-004 with Central Square Inc.

(to increase compensation \$313,862.02 revised not to exceed

\$1,209,336 and extend the term until March 29, 2025), for continued use

and maintenance of various software products.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

The City uses Superion products for various municipal automation systems. Systems and processes included within this suite of tools include, but are not limited to, cash receipts, asset management, fleet management, land management, accounts receivable, purchasing/inventory, payroll, personnel, utility billing, work order/facility management, building permits, code enforcement, and other programs.

On January 8, 2020, the Council approved Agreement 2020-004 for an amount not to exceed \$300,000 for annual maintenance, support, and additional software licensing through July 31, 2020.

On August 12, 2020, the Council approved Amendment No. 1 to Agreement No. 2020-004 that extended the maintenance agreement through July 31, 2021, increased the compensation by \$271,827.03, with a new not to exceed amount of \$572,000.00.

On June 2, 2021, the Council approved Amendment No. 2 to Agreement No. 2020-004 that extended the maintenance agreement through Dec 31, 2022 and added electronic plans check review module, increasing the compensation by \$13,544.67, with a revised not to exceed of \$586,000.00.

On March 16, 2022, the Council approved Amendment No. 3 to Agreement No. 2020-004 that extended the agreement term through December 31, 2023, expanded the scope of work to include web enablement for the electronic plan review project with Development Services, and increased compensation by \$290,729.93 for a revised not to exceed amount of \$880,000.00.

On April 20, 2023, the Council approved amendment No. 4 for software support and modifications to enable the transition from US Bank to Union bank and increased compensation by \$15,500, for a revised not to exceed amount of \$895,500.00.

Approval of Amendment No. 5 to Agreement No. 2020-004 extends the maintenance and service agreement with Central Square through March 29, 2025. Continuing maintenance and support of the Central Square products while completing the transition to the new financial system ensures continuity of business. Funding for the continuation of service and support is budgeted in the Equipment Replacement Fund.

ATTACHMENTS:

Description Type

□ Amendment No. 5 Agreement

Backup Backup Material

AGREEMENT NO.	
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AMENDMENT NO. FIVE [5] TO AGREEMENT NO. 2020-004

THIS AMENDMENT NO. FIVE [5] TO AGREEMENT NO. 2020-004 is made and entered into on ______, by and between the CITY OF BAKERSFIELD, a municipal corporation (referred to herein as "CITY"), and SUPERION, LLC A CENTRALSQUARE COMPANY (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on January 8, 2020, the CITY and CONTRACTOR entered into Agreement No. 2020-004 in an amount not to exceed \$300,000 for ongoing software maintenance services for the CITY's Licensed Programs as well as the development, installation, and staff training of various supporting applications; and

WHEREAS, on August 12, 2020, the CITY and CONTRACTOR entered into Agreement No. 2020-004 [1] in an amount not to exceed \$572,000.00 to allow for additional maintenance and development, installation, and staff training of various supporting applications; and

WHEREAS, on June 2, 2021, the CITY and CONTRACTOR entered into Agreement No. 2020-004 [2] in an amount not to exceed \$586,000.00 to allow for the purchase of NaviLine Building Permits Electronic Plan Review and additional maintenance services; and

WHEREAS, on March 16, 2022, the CITY and CONTRACTOR entered into Agreement No. 2020-004 (3) in the amount not to exceed \$880,000.00 to allow for an additional year of maintenance and development, installation, and staff training of various supporting applications; and

WHEREAS, on May 24, 2023, the CITY and CONTRACTOR entered into Agreement No. 2020-004 (4) in the amount not to exceed \$895,500.00 to allow for an additional year of maintenance and development, installation, and staff training of various supporting applications; and

WHEREAS, the parties desire to further amend Agreement No. 2020-004 to increase compensation by \$313,862.02 to allow for an additional year of maintenance of various supporting applications as set forth in new **Exhibit H** attached hereto and incorporated herein by reference.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 1 of Agreement No. 2020-004 entitled "SCOPE OF WORK" is hereby amended to read as follows:
- 1. **SCOPE OF WORK.** In exchange for Compensation (defined below), CONTRACTROR shall provide the following: Ongoing Software maintenance services for the Licensed Programs as set forth in Exhibit A, and Development, Installation, and training as set forth in Exhibits B & C, NaviLine Building Permits Electronic Plan Review Interface License fee, development, installation, and staff training as set forth in Exhibit D, and NaviLine Web Enablement License fee as set forth in Exhibit E, and Transaction Manager Emergency Extension as set forth in Exhibit F, and Public Administration Development Services and Project Management Services as set forth in Exhibit G. Exhibits A through H, attached hereto and incorporated herein shall collectively comprise the Scope of Work.
- **2**. Section 2 of Agreement No. 2020-004 entitled "COMPENSATION/PAYMENT PROCEDURE" is hereby amended to read as follows:
- 2. <u>COMPENSATION/PAYMENT PROCEDURE.</u> Compensation for all work, services or products called for under this Agreement shall consist of a total payment NOT TO EXCEED ONE MILLION, TWO HUNDRED, NINE THOUSAND, THREE HUNDRED, SIXTY THREE DOLLARS (\$1,209,363.00). 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.
- **3.** Section 3 of Agreement No. 2020-004 entitled "TERM" is hereby amended to read as follows:
- 3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on March 29, 2025
- 4. Except as amended herein, all provisions of Agreement No. 2020-004 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to Agreement No. 2020-004 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"		
CITY OF BAKERSFIELD	SUPERION, LLC A CENTRALSQUARE COMPANY		
By: KAREN GOH Mayor	By: Ron L. luderson Print Name: Ron A. Anderson Title: Chief Sales Officer		
APPROVED AS TO CONTENT: TECHNOLOGY SERVICES DEPARTMENT			
GREGORY PRONOVOST Technology Services Director			
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney			
By: ASHLEY ZAMBRANO Deputy City Attorney			

COU	NIERSIGNED:
By:	
<i>-</i> ,	RANDY MCKEEGAN Finance Director

Attachments:

Exhibit H: 2023 Annual Maintenance

EXHIBIT H

(See Next Page)

Fusion APIs Annual Maintenance Fee	Bakersfield, CA - Amendment 5 Pricing Schedule	Renewal Term
Fusion Proprietary Annual Maintenance Fee	Product	8/1/2023-7/31/2024
Fusion Proprietary Annual Subscription Fee 5,4730.¢ LG Address Manager Annual Maintenance Fee 5,3562.7 LG Viewer Annual Maintenance 9 5,3562.7 LG Web Annual Maintenance Fee 5,330.¢ LG Worb Orders Annual Maintenance Fee 5,330.¢ LG Work Orders Annual Maintenance Fee 5,330.¢ NaviLine Accounts Receivable-Annual Maintenance Fee 5,330.¢ NaviLine Accounts Receivable-Annual Maintenance Fee 5,10,055.2 NaviLine Building Permits Annual Maintenance Fee 5,10,055.2 NaviLine Building Permits Annual Maintenance Fee 5,360.5 NaviLine Building Permits Annual Maintenance Fee 7,566.7 NaviLine Building Permits Annual Maintenance Fee 7,566.7 NaviLine Building Permits Annual Maintenance Fee 7,566.7 NaviLine Cash Receipts-Annual Maintenance Fee 7,566.7 NaviLine Click2Gov3 Building Permits Annual Maintenance Fee 7,566.7 NaviLine Click2Gov3 Building Permits Annual Maintenance Fee 7,566.7 NaviLine Click2Gov3 Customer Information System Annual Maintenance Fee 7,576.7 NaviLine Click2Gov3 Customer Information System Annual Maintenance Fee 7,576.7 NaviLine Click2Gov3 Wireless Building Permits Annual Maintenance Fee 7,576.7 NaviLine Click2Gov3 Wireless Building Permits Annual Maintenance Fee 7,576.7 NaviLine Click2Gov3 Wireless Code Inspections Annual Maintenance Fee 7,576.7 NaviLine Code Enforcement Annual Maintenance Fee 7,576.5 NaviLine Code Enforcement Annual Maintenance Fee 7,776.5 NaviLine Community Imaging Interface Annual Maintenance Fee 7,777.5 NaviLine GMBA w/Extended Reporting Annual Maintenance Fee 7,777.5 NaviLine GMBA w/Extended Reporting Annual Maintenance Fee 7,777.5 NaviLine Payroll/Personnel-Annual Maintenance Fee 7,777.5	Cognos BI: Administrator Annual Maintenance Fee	\$2,672.25
LG Address Manager Annual Maintenance Fee	Fusion APIs Annual Maintenance Fee	\$5,215.54
LG Viewer Annual Maintenance	Fusion Proprietary Annual Subscription Fee	\$4,730.64
LG Work Orders Annual Maintenance Fee	LG Address Manager Annual Maintenance Fee	\$3,562.28
LG Work Orders Annual Maintenance Fee S3,560.4 Modifications Annual Maintenance Fee S5,390.C Navilline Counts Receivable Annual Maintenance Fee S10,055. Navilline Building Permits Annual Maintenance Fee S11,533.S Navilline Building Permits Electronic Plan Review Interface Annual Maintenance Fee S389.3 Navilline Building Permits Electronic Plan Review Interface Annual Maintenance Fee S7,656.7 Navilline Clickash Receipts-Annual Maintenance Fee S7,056.7 Navilline Clickash Roceipts-Annual Maintenance Fee S4,616.8 Navilline Clickasov3 Building Permits Annual Maintenance Fee S4,296.4 Navilline Clickasov3 Business Licenses Annual Maintenance Fee S4,296.4 Navilline Clickasov3 Susiness Licenses Annual Maintenance Fee S4,296.4 Navilline Clickasov3 Gover Annual Maintenance Fee Navilline Clickasov3 Exployee Self Service Annual Maintenance Fee S2,908.1 Navilline Clickasov3 Wireless Building Permits Annual Maintenance Fee S2,208.1 Navilline Clickasov3 Wireless Code Inspections Annual Maintenance Fee S2,208.1 Navilline Code Enforcement Annual Maintenance Fee S2,208.1 Navilline Code Enforcement Annual Maintenance Fee S2,208.1 Navilline Community Imaging Interface Annual Maintenance Fee S2,202.0 Navilline Community Imaging Interface Annual Maintenance Fee S2,202.0 Navilline Community Imaging Interface Annual Maintenance Fee S2,202.0 Navilline Customer Information System Annual Maintenance Fee S3,202.0 Navilline Gode Inforcement Annual Maintenance Fee S3,202.0 Navilline Gode Inforcement Maintenance Fee S3,202.0 Navilline Gode Information System Annual Maintenance Fee S3,202.0 Navilline Gode Information System Annual Maintenance Fee S3,202.0 Navilline Gode Information System Annual Maintenance Fee S3,202.0 Navilline Fixed Assets-Annual Maintenance Fee S3,202.0 Navilline High Availability Annual Maintenance Fee S3,202.0 Navilline Planning & Engineering Annual Maintenan	LG Viewer Annual Maintenance	\$4,448.13
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Product \$62,520.7		\$54,659.84
Product \$62,520.7		\$0.00
		<u> </u>
NaviLine Web Enablement Annual Maintenance Fee \$715.0	Product	3/8/2024-3/7/2025
	NaviLine Web Enablement Annual Maintenance Fee	\$715.00
Product 3/30/2024-3/29/2025	Product	3/30/2024-3/29/2025
NaviLine Web Enablement Annual Maintenance Fee \$715.0	NaviLine Web Enablement Annual Maintenance Fee	\$715.00
Product 4/25/2024 - 07/31/202	Product	4/25/2024 - 07/31/2024
Modifications Annual Maintenance Fee \$59.2	Modifications Annual Maintenance Fee	\$59.22

Certificate Of Completion

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1000 Business Center Drive Lake Mary, FL 32746

michelle.turner@centralsquare.com

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Signer Events

Ron A. Anderson ronald.anderson@centralsquare.com

Chief Sales Officer

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	8/8/2023 10:39:37 AM 8/8/2023 10:40:36 AM 8/8/2023 10:40:40 AM 8/8/2023 10:40:40 AM
Payment Events	Status	Timestamps



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements t.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 8/1/2023

WARD:

SUBJECT: Amendment No. 3 to Agreement No. 2020-158 with Precision Fertilizer

Spreading (increase compensation by \$103,000, revised not to exceed

\$341,000 and extend the term one year) to continue the supply of

Hauling & Spreading Biosolids.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On September 9, 2020, the City Council approved the annual contract for the supply of Hauling & Spreading Biosolids to Precision Fertilizer Spreading, in the amount of \$103,000; renewable annually thereafter for four consecutive one-year periods.

Per the terms of the contract, two amendments increasing the contract and/or extending the contract has been approved as follows:

- Amendment No. 1 approved September 1, 2021; increase of \$85,000 and extended term one year to September 8, 2022.
- Amendment No. 2 approved August 31, 2022; increase of \$50,000 and extended term one year to September 8, 2022.

This service contract provides loading, hauling, weighing, and spreading of dried biosolids from Wastewater Treatment Plants No. 2 and 3 to field locations as directed by City staff. This service is in compliance with the Plant's waste discharge requirements as issued by California regional water quality control board.

Currently there is \$2,700 remaining on the contract. If approved, Amendment No. 3 will extend the term one year and increase compensation by \$103,000 for a revised not to exceed amount of \$341,000 to allow the continuance of Hauling & Spreading Biosolids.

Sufficient funds are available in the Sewer Enterprise Fund for this service.

ATTACHMENTS:

Description Type

D Signed Amendment No. 3 to Agreement No. 2020-158 Precision Fertilizer Spreading

Agreement

AGREEMENT NO. 2020-158(3)

AMENDMENT NO. [3] TO AGREEMENT NO. 2020-158

	THIS	AMENDMEN'	T NO. 3 TO A	GREE	MENT N	O. 202	0-158 i	s ma	de an	d enter	ed
into	on _		, by	and	betwe	en the	e CITY	OF	BAKER	RSFIELD	, a
mun	icipal	corporation	(referred to	here	ein as "	CITY"),	and	PREC	ISION	FERTILIZ	ZER
SPRE	ADING	G (referred to	herein as "	CONT	RACTO	PR'').					

RECITALS

WHEREAS, on September 9, 2020, the CITY and CONTRACTOR entered into Agreement No. 2020-158 in the amount of \$103,000 for the supply of Hauling & Spreading Biosolids; and

WHEREAS, on September 1, 2021, Council approved Amendment No. 1 to Agreement No. 2020-158 extending the term by one year and increasing compensation by \$85,000 to continue the supply of Hauling & Spreading Biosolids; and

WHEREAS, on August 31, 2022, Council approved Amendment No. 2 to Agreement No. 2020-158 extending the term by one year and increasing compensation by \$50,000 to continue the supply of Hauling & Spreading Biosolids; and

WHEREAS, the parties desire to enter into Amendment No. three (3) to Agreement No. 2020-158 to increase compensation by \$103,000 and extend the term by one year to allow the continuance of Hauling & Spreading Biosolids.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 2 of Agreement No. 2020-158 entitled "COMPENSATION" is hereby amended to read as follows:
- 2. <u>COMPENSATION.</u> Compensation for all work, services, or products called for under this agreement shall consist of a total payment **NOT TO EXCEED THREE HUNDRED FOURTY-ONE THOUSAND DOLLARS (\$341,000)** to allow the continuance of Hauling & Spreading Biosolids.
- 2. Section 3 of Agreement No. 2020-158 entitled "**TERM**" is hereby amended to read as follows:
- 3. <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall be valid for a one-year term beginning on September 9, 2023.

The Agreement shall be renewable annually thereafter for one (1) consecutive one-year period. Renewal options shall be exercised at the City's option and upon mutually agreeable terms.

3. Except as amended herein, all provisions of Agreement No. 2020-158 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. three (3) to Agreement No. 2020-158 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	PRECISION FERTILIZER SPREADING
By: KAREN GOH Mayor	By: On Plays Print Name: DARIN RHARG
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	Title:
JOSHUA H. RUDNICK Deputy City Attorney	
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: Gregg Strakaluse Public Works Director	

COUNTERSIGNED:		
By:		
RANDY McKEEGAN	Insurance Approved by	
Finance Director	Risk Management:	



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements u.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 8/1/2023

WARD:

SUBJECT: Amendment No. 3 to Agreement No. 2020-159 with Kern Sprinkler

Landscaping (increase compensation by \$1,000,000 and extend the term one year) to continue the supply of On-Call Irrigation & Landscape

Service.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On September 9, 2020, the City Council approved the annual contract for the supply of On-Call Irrigation & Landscaping Service to Kern Sprinkler Landscaping, in the amount of \$1,000,000; renewable annually thereafter for four consecutive one-year periods.

Per the terms of the contract, one amendment increasing the contract and/or extending the contract has been approved as follows:

- Amendment 1 approved September 1, 2021; extended term only to September 8, 2022.
- Amendment 2 approved August 31, 2022; extended term only to September 8, 2023.

This on-call as-needed contract will provide routine irrigation & landscape maintenance and anticipated capital projects to be completed by the Recreation and Parks Department, Water Resources Department, and divisions within the Public Works Department.

Currently there is \$40,000 remaining on this contract. If approved, Amendment No. 3 will increase compensation by \$1,000,000 and extend the term one year to allow the continuance of On-Call Irrigation & Landscape Service.

Sufficient funds are budgeted in various funds, and may include the General Fund, the Capital Outlay Fund, the Park Improvement Fund, and the Solid Waste Enterprise Fund.

ATTACHMENTS:

Description Type

Agreement

AGREEMENT NO. 2020-159(3)

AMENDMENT NO. [3] TO AGREEMENT NO. 2020-159

	THIS	AMENDMENT	NO. 3 TO A	GREE	MENT N	10. 202	20-15	9 is mo	ade ar	nd enter	ed
into		S								RSFIELD,	
mun	icipal	corporation	(referred	to he	erein c	as "Cl	TY"),	and	KERN	SPRINKI	LER
LAND	DSCAP	ING (referred	to herein o	as "CC	ONTRAC	CTOR").				

RECITALS

WHEREAS, on September 9, 2020, the CITY and CONTRACTOR entered into Agreement No. 2020-159 in the amount of \$1,000,000 for the supply of On-Call Irrigation & Landscape Service; and

WHEREAS, on September 1, 2021, Council approved Amendment No. 1 to incorporate Section 32 entitled "TERM" and to extend the agreement term by one year to continue the supply of On-Call Irrigation & Landscape Service; and

WHEREAS, on August 31, 2022, Council approved Amendment No. 2 to extend the term of the Agreement by one year to continue the supply of On-Call Irrigation & Landscape Service; and

WHEREAS, the parties desire to enter into Amendment No. three (3) to Agreement No. 2020-159 to increase compensation by \$1,000,000 and extend the term of the Agreement by one year to allow the continuance of supplying On-Call Irrigation & Landscape Service.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 2 of Agreement No. 2020-159 entitled "COMPENSATION" is hereby amended to read as follows:
 - 2. <u>COMPENSATION.</u> Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000)** in accordance with the bid documents.
- **2.** Section 32 of Agreement No. 2020-159 entitled "**TERM**" is hereby amended to read as follows:

- **32.** <u>TERM.</u> This Agreement shall be for a one-year term beginning September 9, 2023, and may be renewable annually thereafter for one (1) consecutive one-year period at the City's option and upon mutually agreeable terms
- **3.** Except as amended herein, all provisions of Agreement No. 2020-159 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. three (3) to Agreement No. 2020-159 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	KERN SPRINKLER LANDSCAPING
By: KAREN GOH Mayor	By: Evel Wade OpTMan
	Title: President
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
Ву:	
JOSHUA H. RUDNICK Deputy City Attorney	
APPROVED AS TO CONTENT: RECREATION AND PARKS DEPARTMENT	
Ву:	
RICK ANTHONY Recreation and Parks Director	

COUNTERSIGNED:	
Ву:	
RANDY McKEEGAN Finance Director	Insurance Approved by
Tindrice Director	Risk Management:



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Agreements v.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 8/1/2023

WARD:

SUBJECT: Amendment No. 2 to Agreement No. 2021-212 with Kern Asphalt

Paving & Sealing, (extend term one year) to continue the supply of Oil

Transport & Spreading Services.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On September 1, 2021, the City Council approved the annual contract for Oil Transport & Spreading Services with Kern Asphalt Paving & Sealing, in the amount of \$264,000; renewable annually thereafter for four consecutive one-year periods.

Per the terms of the contract, one amendment increasing the contract and/or extending the contract has been approved as follows:

• Amendment 1 approved August 31, 2022; extended term only to September 1, 2023.

This contract is utilized exclusively by the Public Works Department, Streets Division for oil transporting and spreading services only. Sealing material PMCQS1H, Topein C Ready to Spray 50/50 dilution, and CSS-1H asphaltic emulsion is currently provided by the City under a separate contract.

Currently there is \$241,000 available on this contract. If approved, Amendment No. 2 will extend the term one year allowing the continuance of oil transporting and spreading services. No additional funds will be needed at this time.

Funds are budgeted in various funds including, but not limited to, Capital Outlay Fund, Gas Tax Fund, and Utilities Surcharge Fund.

ATTACHMENTS:

Description Type

Signed Amendment No. 2 to Agreement No. 2021-212 Kern Asphalt Paving and Sealing Co.

Agreement

AGREEMENT NO. 2021-212(2)

AMENDMENT NO. [2] TO AGREEMENT NO. 2021-212

	THIS	AMENDA	NENT N	O. 2 TO	AGREE	MENT NO	. 2021	-212 is	ma	de and	enter	ed
1000000 0000	on _				/	betwee						
mun	icipal	corporat	ion (re	eferred to	o here	in as "CIT	Y"), a	nd KE	RN A	SPHALT	PAVIN	1G
AND	SEAL	NG CO.,	INC. (r	referred	to here	ein as "C	ONTRA	ACTOR	?").			

RECITALS

WHEREAS, on September 1, 2021, the CITY and CONTRACTOR entered into Agreement No. 2021-212 in the amount of \$264,000 for the supply of oil transport & spreading services; and

WHEREAS, on August 31, 2022, Council approved Amendment No. 1 to Agreement No. 2021-212 extending the term of the Agreement by one year to continue the supply oil transport & spreading services; and

WHEREAS, the parties desire to enter into Amendment No. two (2) to Agreement No. 2021-212 to extend the term of the Agreement by one year to allow the continuance of supplying oil transport & spreading services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 12 of Agreement No. 2021-212 entitled "**TERM**" is hereby amended to read as follows:
 - **12. TERM.** This Agreement shall be for a one-year term beginning September 1, 2023, and may be renewable annually thereafter for two (2) consecutive one-year periods at the City's option and upon mutually agreeable terms
- **2.** Except as amended herein, all provisions of Agreement No. 2021-212 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. two (2) to Agreement No. 2021-212 to be executed the day and year first above written.

"CONTRACTOR" "CITY" KERN ASPHALT PAVING AND SEALING **CITY OF BAKERSFIELD** CO., INC. By:_ KAREN GOH Mayor APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney JOSHUA H. RUDNICK Deputy City Attorney APPROVED AS TO CONTENT: **PUBLIC WORKS DEPARTMENT** By:_ GREGG STRAKALUSE Public Works Director COUNTERSIGNED: By:_ Insurance Approved by **RANDY McKEEGAN** Finance Director

Risk Management:



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Bids w.

TO: Honorable Mayor and City Council

FROM: Gregory Pronovost, Technology Services Director

DATE: 8/11/2023

WARD:

SUBJECT: Accept bid and approve agreement with Pavletich Electric and

Communications, Inc. (\$48,070), for installation of network cameras at

Fleet Services.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The City of Bakersfield utilizes network cameras throughout its facilities in use for recording security events in protection of City assets. The Technology Services Department, designs, specifies equipment, installs and maintains the associated equipment and the Video Management System (VMS) that records the video footage.

In FY 2019-2020, the Technology Services Department requested and was approved for a fiveyear Capital Improvement Program project to expand and improve the use of network security cameras throughout City facilities.

The existing video security system currently in place at the Public Works Department's Fleet Services Division is now outdated and in need of replacement. The Fleet Services area is included in the scope of work for Phase 4 (4th year) of this capital improvement project. This agreement with Pavletich Electric in the amount of \$48,070.00, will facilitate the installation of the replacement cameras as well as improvements to network connections.

On July 19th, 2023, the City received two bids for this project. Both bids were deemed acceptable.

The bids are as follows:

Gold Coast Electric, Inc. 12802 Meacham Rd. in the amount of \$55,488.00 Bakersfield, CA. 93309 Pavletich Electric and Communications, Inc. 6308 Seven Seas Ave. in the amount of \$48,070.00 Bakersfield, CA. 93308

Funding for this agreement is within the Capital Outlay Fund, budgeted within the Capital Improvement Program.

ATTACHMENTS:

Description Type

□ Agreement Agreement

DocuSign Backup Backup Material

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This Independent Contractor's A	AGREEMENT ("/	Agreement'	") is made and
entered into on	, by and	between	the CITY OF
BAKERSFIELD, a municipal corporation	(referred to	herein as	"CITY"), and
PAVLETICH ELECTRIC & COMMUNICAITON	IS, INC., a cor	ooration au	thorized to do
business in California (referred to herein c	as "CONTRACT	OR'').	

RECITALS

WHEREAS, CITY issued a Request for Proposals and CONTRACTOR submitted a proposal regarding the network wiring and installation of cameras at City Corporation Yard/Fleet Department; and

WHEREAS, CONTRACTOR offers specialized experience in network wiring and the installation, removal, and repair of network wiring of communication and camera equipment; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the installation and removal of electrical wiring and network wiring of communication equipment; and

WHEREAS, CITY desires to engage CONTRACTOR, and CONTRACTOR accepts such engagement, to install, remove, and/or troubleshoot network wiring and cameras for the City's Fleet Division located at the Corporation Yard as described in the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. <u>SCOPE OF WORK</u>. In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: install and terminate Gamechanger cable, conduit, two (2) Nema 3R enclosure boxes, mount eleven (11) cameras in designated areas at CITY's Corporation Yard/Fleet Department, and complete a detailed list of work, as set forth in the Proposal described in **Exhibit A** attached hereto and incorporated 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. CONTRACTOR shall provide all labor, tools, materials, equipment, non-consumable supplies, transportation, including travel, and every other item of expense necessary to provide the contracted services, unless otherwise specified in this Agreement.

2. <u>COMPENSATION/PAYMENT PROCEDURE</u>. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

A total, lump sum payment of \$ 48,070.00 after the Scope of Work is completed to CITY's satisfaction as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

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 \$48,070.00 for performing the Scope of Work.

- **3. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on August 23, 2024.
- **4. <u>TERMINATION</u>**. 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. <u>DIRECTION</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. 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 licensees or professional degrees.
- **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.

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").
 - **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.
 - **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 the on 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.

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.
- **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. <u>ASSIGNMENT</u>. 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. <u>ACCOUNTING RECORDS</u>. 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.

- **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. <u>FURTHER ASSURANCES</u>**. 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. <u>MERGER AND MODIFICATION</u>. 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. <u>NOTICES</u>. 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: PAVLETICH ELECTRIC & COMMUNICATIONS, INC.

6308 Seven Seas Ave Bakersfield. CA 93308

- **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.** <u>TITLE TO DOCUMENTS</u>. 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 N	umbe	er <u>77-041</u>	2243	
CONTRACTOR is a corporation?	Yes_	Χ	_ No	
·		(Please ch	eck one.)	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"	"CONTRACTOR"				
CITY OF BAKERSFIELD	PAVLETICH	ELECTRIC	&		
	COMMUNICATIONS INC.				
	DocuSigned by:				
Ву:	By: Dean Mar 878355DB843A4	MMg 59			

KAREN GOH	D: 11	Dean Manning
Mayor	Title:	Communications Manager
[Signature:	s on Following Pa	ge]
APPROVED AS TO CONTENT: TECHNOLOGY SERVICES DEPARTMENT	Т	
By: DocuSigned by: By: OADD747EB42E44C3 GREGORY PRONOVOST Technology Services Director		
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney		
By: ASHLEY E. ZAMBRANO		

Deputy City Attorney

Insurance:____

Ву:			
<i>-</i> ,	RAND)	 	

Attachment: Exhibit A – Proposal Fleet Corpyard Camera's



July 19, 2023

Jerry McKnight City of Bakersfield jmcknight@bakersfieldcity.us

Re: Fleet Corpyard Camera's

We are pleased to offer the following proposal for your consideration. Pavletich Electric & Communications, Inc. will perform all work in strict accordance with the scope of work listed below. The proposal *does not* include anything not specifically included in this document.

Thank you for the opportunity!

Scope of Work

\$48,070.00

- 1. Provide and install 2" EMT conduit on roof for cameras
- 2. Provide and install 2" EMT conduit to extend existing conduit inside at roof hatch ladder to MDF
- 3. Provide and install (1) 18"X18"X6" NEMA 3R pull can on roof above IT room.
- 4. Provide and install (1) 12"X12"X6" NEMA 3R pull can at each camera location
- 5. Provide (2) 1" roof penetrations for (2) indoor camera locations
- 6. Provide and install roof blocks where conduit crosses roof.
- 7. Install Gamechanger cable to each camera, mount cameras, focus and aim
- 8. Prevailing wage

Low Voltage Materials

QTY	DESCRIPTION
1	Gamechanger OSP Cable 1000' Reel for Back Building
3	Gamechanger Riser Cable 1000' Reel for Main Building
1	Hubbell 1/2 RU 24 Port Patch Panel Unloaded
11	Hubbell CAT 6 Jack
11	misc., flex fittings, flex, RJ45's

Exclusions

- Registration or Permit fees.
- Payment or Performance Bond
- Camera or network equipment.
- Patch cables
- After hour and weekend work

General Notes

• All applicable taxes are included in our submission.



- The contractor shall not be held liable for errors or omissions in designs by others, nor
 inadequacies of materials and equipment specified or supplied by others.
- The contractor shall not be liable for indirect loss or damage.
- If a formal contract is required, its conditions must not deviate from this proposal without our permission.
- Proposal valid for 45 days

If the above proposal meets your approval, please sign and date this document.
Customer Signature:
Date:
By signing this document, you are agreeing to all conditions outlined and the proposed bid estimate. After signing this document, the proposed bid estimate will not change, unless the scope of work is changed.
If you have any questions, please contact us at 661-589-9473.
Sincerely,
Ron Messick PAVLETICH ELECTRIC & COMMUNICATIONS, INC.

Certificate Of Completion

Envelope Id: 3C6034C6CC334DC2BF3F12553898E14F

Subject: Complete with DocuSign: Corp Yard Agreement.pdf

Source Envelope:

Document Pages: 13 Signatures: 2 **Envelope Originator:** Certificate Pages: 5 Initials: 0 City Clerk's Office

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

city_clerk@bakersfieldcity.us IP Address: 174.46.226.5

Record Tracking

Status: Original

8/10/2023 5:12:55 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: City Clerk's Office

city_clerk@bakersfieldcity.us

Pool: StateLocal

Pool: City of Bakersfield

Location: DocuSign

Location: DocuSign

Signer Events

Dean Manning

dmanning@pavelectric.com Communications Manager

Pavletich Electric & Communications, Inc. Security Level: Email, Account Authentication

(None)

Signature

Dean Manning 878355DB843A459...

Signature Adoption: Pre-selected Style Using IP Address: 97.78.28.138

Timestamp

Sent: 8/10/2023 5:15:28 PM Viewed: 8/11/2023 8:20:17 AM Signed: 8/11/2023 8:21:40 AM

Electronic Record and Signature Disclosure:

Accepted: 1/16/2023 7:59:18 AM ID: ad8cdaab-ea4d-42fa-8fe6-f90af8c29519

Gregory Pronovost

gpronovost@bakersfieldcity.us

City of Bakersfield, Technology Services Department

Security Level: Email, Account Authentication

(None)

DocuSigned by: OAD747FB42E44C3.

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.46.226.5

Sent: 8/11/2023 8:21:41 AM

Signed: 8/11/2023 8:33:05 AM

Electronic Record and Signature Disclosure:

Accepted: 8/11/2023 8:32:08 AM

ID: 61c9af47-8fe1-4a52-b2c0-5784432f84ca

Jena Covey

jcovey@bakersfieldcity.us

RISK MANAGER

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/7/2023 3:40:33 PM

ID: f05e1fd3-e8b2-4ef3-bc22-eecdf226914f

Viewed: 8/11/2023 8:32:08 AM

Sent: 8/11/2023 8:33:06 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 8/10/2023 5:15:28 PM
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: City_clerk@bakersfieldcity.us

To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at City_clerk@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by City of Bakersfield during the course of your relationship with City of
 Bakersfield.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Miscellaneous x.

TO: Honorable Mayor and City Council

FROM: Christian Clegg, City Manager

DATE:

WARD:

SUBJECT: 2022-23 Grand Jury Report Response: Public Safety Vital Services Tax

Oversight Committee.

STAFF RECOMMENDATION:

Staff recommends that the City Council direct the City Manager to deliver the proposed response letter to the Civil Grand Jury.

BACKGROUND:

On June 12, 2023, the Kern County Civil Grand Jury issued a report to the City of Bakersfield entitled: Public Safety and Vital Services Committee – Measure N – Is it Working? The report addresses 11 findings and 7 recommendations. In summary, the topics addressed in the report include orientation of Committee members, role of the Committee, the process and timelines for Committee review of budget recommendations and the process for the Committee making recommendations to the City Council. Several recommendations of the Grand Jury have already been implemented and others will be implemented within the timeline recommended by the Grand Jury.

The attached Cover Memo and Enclosure represent the more detailed response to the Grand Jury report.

Staff recommends the City Council direct the City Manager to provide this response to the Kern County Civil Grand Jury.

ATTACHMENTS:

Description Type

Memo - Kern County Civil Grand Jury Response Cover Memo

City of Bakersfield Response Backup Material



August 23, 2023

Foreperson Kern County Grand Jury 1415 Truxtun Avenue, Suite 600 Bakersfield, CA 93301

RE: Response to Kern County Civil Grand Jury Report

Dear Foreperson:

Please see the enclosed responses to the Grand Jury report: City of Bakersfield Public Safety and Vital Services Committee – Measure N – Is it Working? This response was approved by the Bakersfield City Council on August 23, 2023.

Enclosure:

City of Bakersfield Response to Kern County Civil Grand Jury Report

Sincerely,

Christian Clegg, City Manager

City of Bakersfield Response

2022-2023 Kern County Grand Jury Report: Public Safety and Vital Services Committee – Measure N – Is it Working?

Findings:

F1. Some members of the Committee have expressed concerns that much of the public perception of what the Committee can do differs from what they legally can do. The Committee is advisory only. Therefore, the public has unrealistic expectations of what the Committee can accomplish. Adding to this dilemma, various members of the Committee do not fully understand their role.

City agrees with the finding.

F2. Many Committee members do not feel that they have sufficient time to review documents prior to having to vote, although other members find that the time allowed for research and study is adequate. Consequently, discussion, analysis, and recommendations of the Measure N budget are limited.

City agrees partially with the finding. The City agrees that there is a diversity of preferences among Committee members. Over the last four budget cycles in which the Committee has reviewed expenditures, there have been a small number of instances when scheduling challenges have left little time for research and study. Typically, Committee members receive budget materials two weeks or more in advance of voting. The City has found value in the discussion, comments and recommendations of the Committee.

F3. Some members of the Committee do not feel that they received adequate information about their roles either prior to their appointment or immediately after having been sworn in. This results in confusion over the extent of their roles as advisors.

City agrees with the finding. The City does provide orientation materials and training sessions for Committee members. The City will seek the input of Committee members as to how to improve the process.

F4. The Committee has a legal requirement to meet formally at least twice a year. Past practice has indicated that more than two meetings are needed to accomplish the necessary research and have a coalescence of minds. For the betterment of the Committee, members are meeting more than they originally agreed to.

City agrees with the finding. The City will inform prospective Committee members of the probability of additional meetings.

F5. The practice of reading the Measure N budget request three times has the effect of filibustering the meeting, contributing to truncated discussion. The Grand Jury found this process frustrating and exhausting.

City agrees with the finding. The City will adjust staff presentations to allow more time for discussion. At the request of Committee members, items have been presented initially by staff and scheduled for voting action at a later date. This allows Committee members time to assess, research proposed budget allocations and come prepared for further discussion.

F6. The triplicate reading of the proposed Measure N budget consumes an excessive amount of time and bores both the Committee and the members of the public, thus tamping down interest and participation.

City partially agrees with the finding. The City will adjust staff presentations to allow more time for discussion. As noted above, it has been at the request of Committee members that items have been presented initially by staff and scheduled for voting action at a later date. This allows Committee members time to assess, research proposed budget allocations and come prepared for further discussion. The budget schedule attempts to balance the interests of the public, the Committee, and the Council in allowing time for input, deliberation, and discussion.

F7. Currently the Council only receives information from the Committee through the minutes. This method limits the degree of communication because the Committee does not prepare official written reports. The continuity between the Council and the Committee needs to improve.

City agrees partially with the finding. City Council has received information through Committee meeting minutes, but also through the administrative reports for budget items. The voting record and minority reports for voting items have been published in the budget staff reports presented to Council. However, the City agrees that communication and continuity can be improved through written reports and feedback between Committee members and their nominating Councilmembers.

F8. Name plaques on dais indicate the Ward that the nominating Councilmember represents. However, the individual may or may not live in that Ward. In any case, the Committee member is appointed at-large. This gives the public the impression that Committee members represent the Ward.

City agrees with the finding.

F9. The Grand Jury observed there was little time spent by the Committee discussing whether an expenditure is prudent or of "the right" amount.

City agrees with the finding. While the City welcomes both specific and general feedback from the Committee, the role of the Committee is specific to acknowledging that expenditures are consistent with the spending categories identified in the ballot measure. It is the role of the Council to determine prioritization and budgeted amounts.

F10. The Council has limited time to review comments of the Committee prior to taking action on the recommendations. Consequently, this results in its inability to fairly assess the Committee's work.

City agrees partially with finding. Over the last four budget cycles in which the Committee has reviewed expenditures, there have been a small number of instances when scheduling challenges have left little time for City Council review of the Committee's work. However, in most cases, the Council has been afforded several weeks to review the recommendations of the Committee. The typical budget calendar concludes Committee actions in late April, with Council adoption of the budget in June. The City agrees that sufficient time should be given for the Council to assess the Committee's work.

F11. Committee recommendations for changes in scope and allotment of Measure N funds are generally sparse, and those that exist are not well known to the general public.

City agrees with the finding.

Recommendations

- R1. The Bakersfield City Council should, by January 2, 2024, provide all Committee members with a manual outlining the following:
 - a. Outline of responsibilities for the members
 - b. Frequency of meetings and a calendar
 - c. Primer on the Ralph M. Brown Act
 - d. Copy of the Measure N Ballot
 - e. Copy of the three enabling Resolutions #089-18, #009-19, and #173-2022
 - f. Copy of Ordinance #4958
 - g. Contact information of Committee members and City staff (Findings 2 and 3)

The recommendation will be implemented.

R2. By January 2, 2024, the Council should adjust the budget presentation calendar to allow for at least two weeks of advance study time. This would allow the Committee to become familiar with the proposal and formulate questions for City staff. (Finding 2)

The recommendation has been implemented. As noted above, over the last four budget cycles in which the Committee has reviewed expenditures, there have been a small number of instances when scheduling challenges have left little time for research and study. Typically, Committee members receive budget materials two weeks or more in advance of voting. The proposed budget calendar moving forward will afford the recommended two weeks of advance study time.

R3. By January 2, 2024, the Council should adjust the budget presentation calendar to allow for a minimum of two weeks of advance study time enabling the Council to consider any recommendations from the Committee. (Finding 10)

The recommendation has been implemented. As noted above, over the last four budget cycles in which the Committee has reviewed expenditures, there have been a small number of instances when scheduling challenges have left little time for Council to review Committee recommendations. Typically, the Council has several weeks to review Committee recommendations before budget adoption. The proposed budget calendar moving forward will afford the recommended two weeks of advance study time for Council to review Committee recommendations.

R4. By January 2, 2024, the Council should agendize reports from the Committee providing context to their recommendations. (Findings 10 and 11)

The recommendation will be implemented. Future recommendations from the Committee, including reports of their voting actions will be included in the City Council agenda.

R5. By January 2, 2024, the Council should direct City staff to present the proposed Measure N budget items at its Committee meetings in a single reading, to combine the presentation, discussion, and item-by-item voting. (Findings 5 and 6)

The recommendation requires further analysis. As noted above, Committee members have requested additional time between meetings to research, assess and consider budget recommendations. The additional time also allows Committee members to solicit community feedback and discuss with

Councilmembers. The City will discuss with the Committee and Council to find an appropriate balance between the competing democratic values of efficiency and representation.

R6. By October 1, 2023, the Council should remove the Ward number on the dais associated with the names of the Committee members, inasmuch as the members are all at-large. (Finding 8)

The recommendation has been implemented.

R7. The Council, by January 2, 2024, should instruct the Committee to prepare the recommendations on funding priorities and present those recommendations to the Council. Recommendations should be made available to the public via a report narrative distributed through local media. (Finding 11)

The recommendation requires further analysis. The City agrees that a written report from the Committee would provide the Council with valuable input. However, development, approval, and presentation of the report may require additional Committee meetings and a longer budget calendar cycle. The City will balance the value of the written report feedback with the calendar impacts that would be required.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Consent – Public Safety/Vital Services

Measure y.

TO: Honorable Mayor and City Council

FROM: Jennifer M. Byers, Acting Economic and Community Development

Director

DATE: 8/9/2023

WARD: Ward 2

SUBJECT: Agreement with Bakersfield Rescue Mission, DBA The Mission at Kern

County (not to exceed \$192,000) for the Purchase of Real Property

located at 800 Baker Street.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Bakersfield City Council has identified Key Initiatives, one of which includes targeting areas for redevelopment of underutilized properties. Prior to the dissolution of the Bakersfield Redevelopment Agency in 2012, Baker Street was part of the Old Town Kern Redevelopment Area, which invested tax increment financing into revitalizing the area through the development of affordable housing and streetscape improvements in the area. Currently, the property is located within an identified Economic Opportunity Area, is a block south of the Sumner Depot Station and the Kerntown Motel which are both being evaluated for redevelopment, and is three blocks south of the Renaissance at Baker project, an 85-unit mixed-used housing project which recently began construction. Old Town Kern is one of Bakersfield's most historic neighborhoods and continues to be an area of interest for the City's redevelopment efforts, for which this site would compliment.

Bakersfield Rescue Mission, DBA the Mission at Kern, acquired title to 800 Baker Street in 2018; however, the property has since sat vacant. The Bakersfield Rescue Mission approached the city seeking to dispose of this underutilized property. As identified in the Key Initiatives, empty buildings can become a safety hazard in various ways. The property is a 4,000 square foot existing building located on the northwest corner of 21st Street and Baker Street.

If approved, staff would open a 30-day escrow with the Bakersfield Rescue Mission to purchase the property for \$192,000. The purchase price for the property is based on an appraisal dated June 2, 2023.

Given the sites proximity to existing and past investments, the facility provides opportunity for the City of Bakersfield to identify and target the blighted property for elimination of blight and to enhance the quality of life in the area through redevelopment. Therefore, staff recommends approval of the purchase and sales agreement.

ATTACHMENTS:

Description Type

Agreement Agreement

AGREEMENT	NO	

CONTRACT TO PURCHASE REAL PROPERTY

This	AGR	EEME	NT is	made ai	nd ente	red into on _			, by and
between	the	CITY	OF	BAKERSI	FIELD, o	municipal	corporation	and	California
charter ci	ty (h	ereinc	after	"BUYER"	or "CIT	Y''), and BA I	KERSFIELD RES	CUE I	WISSION, a
California	non	-profit	cor	poration	(herein	after "SELLEI	R").		

RECITALS

WHEREAS, SELLER holds fee title to real property with a total land area of 0.09 acres or 4,000 square feet located on City Lot P of Kern Block 92, within Census Tract 15.00 commonly known as 800 Baker Street, Bakersfield, California 93305 (APN 016-060-10-00-2), hereinafter "The Property"; and

WHEREAS, BUYER has determined a need for The Property which includes a Class C building with reinforced concrete block construction and a wood frame dome style roof that has built-up composition roof cover. The total building area is calculated at 4,000 square feet; and

WHEREAS, it is the intent of the parties to set forth all the covenants and conditions for purchase by BUYER of said real property and improvements in the legal description Exhibit "A", attached hereto and incorporated herein by this reference and

WHEREAS, BUYER desires to purchase The Property for the purpose of constructing, facilitating the redevelopment of vacant property in Old Town Kern

WHEREAS, it is the intent of the parties that the purchase price is to include any and all claims for compensation and/or payment arising from this acquisition,

NOW, THEREFORE, incorporating the above recitals herein, BUYER and SELLER mutually agree as follows:

- 1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell and BUYER agrees to purchase The Property in accordance with all the covenants and conditions set forth in this Agreement.
- 2. <u>PURCHASE PRICE</u>. The purchase price of **One Hundred Ninety-Two**Thousand Dollars (\$192,000.00) represents the Property's fair market value

as established by an appraisal prepared by Merriman Hurst and Associates, Inc. and includes any and all claims by SELLER for compensation arising from this transaction. Prior to the close of escrow BUYER shall deposit the purchase price and closing costs into an escrow account with Chicago Title Company Attn: Maria Biernat and Kathy Wright (herein "Escrow Holder"), located at 4015 Coffee Road, Suite 100, Bakersfield, CA 93308.

- 2.1. <u>Title VI Mandate and Caltrans Directive</u>. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section 50.3.
- 2.2. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
- 3. <u>DEPOSIT</u>. Within 15 days of full execution of this Purchase Agreement BUYER shall deposit into Escrow holder a good faith deposit in the amount of \$19,200.00 with "Escrow holder".
- 4. <u>BUYER'S CONTINGENCIES</u>. The closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. Each of these contingencies must be satisfied prior to any obligation of the BUYER to become effective. The failure to complete these contingencies within the time stated, or within any mutually-agreed extended time, shall terminate this Agreement with no liability of BUYER for any direct or consequential damages:
 - **4.1. Financing.** Availability of funds for this acquisition.
 - **4.2.** <u>City Council Approval</u>. Approval of the purchase agreement by the Bakersfield City Council.
 - **4.3.** <u>Preliminary Title Report and Documents</u>. Within Ten (10) business days of execution of this Agreement by all parties, the following shall occur:
 - **4.3.1.** SELLER shall request of the Escrow Holder to provide BUYER a preliminary title report (herein "PTR") concerning The Property,

- issued by Escrow holder, together with copies of reproducible documents referred to in such PTR, if any;
- 4.3.2. SELLER shall provide BUYER copies of all currently effective unrecorded tenant leases, licenses, or other agreements in SELLER possession and relating to The Property;
- BUYER shall deliver to Escrow holder its written approval or disapproval of any exceptions to the title referred to in paragraphs 4.3.1 and 4.3.2 above within 15 business days after BUYER's receipt thereof. If, after receipt of disapproval of any exceptions to the title, SELLER does not elect to cure all of said exceptions, then BUYER shall have the right either to accept title to The Property subject to said exceptions, thereby waving any and all claims against SELLER by reason thereof, or to terminate this Agreement. BUYER shall give SELLER such written notice of BUYER's election within the 15 business days after receipt of SELLER's election not to cure. If BUYER elects to terminate this Agreement, thereafter neither SELLER nor BUYER shall have any further liability hereunder, except that BUYER shall be entitled to the prompt return of all funds deposited by BUYER with Escrow holder, less reasonable Escrow holder cancellation fees and costs and title company charges which BUYER hereby agrees to pay.
- 4.4. **<u>Due Diligence Period.</u>** Within Sixty (60) days of execution of the PSA, unless extended in writing by both parties, the BUYER shall perform any/all inspections they deem necessary to determine the condition of the Property. Removal of the Due Diligence or otherwise, shall be done in writing, and be at the BUYER's sole and absolute discretion, decision not to proceed with the purchase of The Property, in which case the PSA shall terminate and the Deposit shall be returned to BUYER.
- 4.5. Site Assessment. A favorable phase one (1) environmental site assessment to be performed by BUYER, at BUYER's expense.
 - **4.5.1.** SELLER to provide to BUYER engineering studies, soils reports, environmental reports, assessments, and other such studies in SELLER's possession, if any.
- 4.6. **Right to Enter.** SELLER shall arant BUYER and its agents or consultants the right to enter The Property to conduct test and inspections.

- **4.7.** SELLER shall insure that Copies of any documents or information pertaining to The Property which BUYER may reasonably request and SELLER has available is provided in a timely manner.
- 4.8. **Inspections.** BUYER shall have the opportunity to conduct a thorough review, investigation and inspection of the physical, environmental, economic and legal condition of The Property as well as the laws regulations, covenants, conditions and restrictions affecting or governing the use of the Property and all other matters which a prudent BUYER of commercial real estate should review, investigate or inspect in the course of a due diligence review. BUYER shall indemnify and hold harmless the SELLER against any losses actually suffered by SELLER to the extent as it relates to BUYER's gross nealigence or willful misconduct in connection with investigations, testing, and on-site due diligence. The BUYER's obligations under the PSA shall be contingent upon BUYER's satisfaction and approval of all of the foregoing Due Diligence matters. If BUYER fails to approve any of the matters which are subject to BUYER's Due Diligence review, BUYER shall have the right to cancel the PSA by written notice to SELLER on or before the expiration of the Due Diligence Period and have all deposits, including the Deposit, returned.
- **4.9.** Seller Records. BUYER shall have 30 days from receipt of records to review said records and disapprove of condition of any said records. If BUYER fails to disapprove of any maintenance records within 30 days of receipt, BUYER shall accept the condition of the equipment with all Faults, except for any liens or encumbrances.
 - **4.9.1.** Any/all inspections BUYER chooses to perform or have performed shall be at BUYERS expense. SELLER shall be relieved of any/all liability for such expenses.
- 5. <u>TITLE INSURANCE</u>. At close of escrow, Escrow holder shall issue an ALTA Owners title policy covering The Property insuring title in BUYER's name in an amount equal to the total purchase price.
- **DOCUMENTS.** The delivery of all documents and the due performance by SELLER of each and every undertaking and agreement to be performed by SELLER under this Agreement.
- 7. MATERIAL CHANGE. No material change, as hereinafter defined, shall have occurred with respect to The Property which has not been approved in writing by BUYER. For purposes of this Agreement, a "material change' shall be a change in the status of the use, occupancy, tenants, or condition of

The Property as reasonable expected by the BUYER, that occurs after the date of this Agreement and prior to the close of Escrow holder. BUYER shall have twenty (20) days following receipt of written notice from any source of any such material change within which to approve or disapprove same. Unless otherwise notified in writing by either party, Escrow holder shall assume that no material change has occurred prior to the close of Escrow holder.

- NO EXISTING LEASES AND TENANCY STATEMENTS. SELLER represents that 8. there are no leases, subleases, or rental arrangements effecting The Property.
- 9. **DISCLOSURE OF CONDITIONS.** SELLER shall disclose all known conditions affecting The Property, and SELLER will provide to BUYER within five (5) business days of the parties' execution of this Agreement all documents, reports, plans, and citations pertaining to The Property possessed by SELLER or SELLER's employees, agents or contractors. BUYER will have ten (10) business days to review such disclosures and material and to determine whether BUYER will proceed with the purchase.
- OTHER AGREEMENTS. SELLER shall within five (5) business days of the date of 10. this Agreement provide BUYER with legible copies of all other agreements in SELLER possession that will affect The Property after the closing.
- 11. **UNRECORDED TITLE MATTERS.** SELLER has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges, or other matters which affect the title of The Property that are not recorded in the Official Records of the Kern County Recorder.
 - 11.1. Possessory Rights. SELLER has no knowledge that anyone or any entity will, at the time of the closing, have any right to possession of The Property, except as disclosed by the SELLER in writing to BUYER.
 - All of the above contingencies are for the benefit of, and may be waived in writing by, BUYER and maybe elsewhere herein referred to as "BUYER's contingencies."
- 12. **SELLER'S WARRANTIES.** SELLER hereby makes the following warranties and representations to BUYER which shall survive the closing and delivery of the Grant Deed for a period of five (5) years;
 - 12.1. Authority of SELLER. 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 the BUYER as set forth in this Agreement;

- **12.2.** <u>Legal Proceedings</u>. SELLER has no knowledge of any actions, lawsuits, or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court, or tribunal that would affect The Property or the right to occupy or utilize same;
- **12.3.** <u>Bankruptcy Proceedings</u>. SELLER is not the subject of a bankruptcy, insolvency, or probate proceeding and has no notice or knowledge that any tenant, lessee, or other person/entity possessing an interest in The Property is the subject of a bankruptcy or insolvency proceeding.
- 13. CONVEYANCE OF TITLE. SELLER agrees to convey to BUYER marketable fee simple title to The Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes, excepting those agreed to in writing by BUYER. The amount of any bond or assessment which is a lien shall be paid by SELLER, subject to approval of title report. SELLER shall execute a Grant Deed which conveys clear title to The Property to BUYER and deliver same to ESCROW HOLDER within 30 days of the opening of Escrow holder. Any and all water and mineral rights accruing to The Property shall also be transferred to BUYER without reservation. Further, SELLER acknowledges that the purchase of The Property includes all abutters' rights of SELLER's remaining property adjacent to The Property.

14. CLOSING COSTS.

- **14.1.** BUYER herein agrees to pay BUYER's usual costs and charges in this transaction which may include but are not limited to all normal and reasonable escrow fees, including the costs of title insurance.
- 14.2. SELLER herein agrees to pay all SELLER's usual costs and charges in this transaction which may include but are not limited to the costs to clear title and all real property taxes and assessments accruing up to the close of escrow. SELLER shall fully pay the amount of any bond or assessment which is a lien upon The Property prior to the close of escrow.
- 15. TAX EXEMPT AGENCY. All parties hereto acknowledge that the BUYER is a 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.

- 15.1. 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 any 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.
- 15.2. 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 prorations 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.
- 16. ESCROW HOLDER INSTRUCTIONS. Within Fifteen (15) business days of execution of this Agreement by all parties, each shall deliver to the ESCROW HOLDER any appropriately executed Escrow holder instructions or file a written protest detailing what instructions are not acceptable. Agreement shall serve as the parties' instructions to the ESCROW HOLDER and shall become part of the Escrow holder instructions for consummation of the purchase and sale of The Property. BUYER and SELLER agree to execute such additional and supplementary instructions as may be appropriate or required by ESCROW HOLDER to comply with the terms of this Agreement; provided, however, that in the event of any conflict between this Agreement and any additional or supplementary Escrow holder instructions, the terms of this Agreement shall control, unless the parties jointly agree to the contrary. Said Escrow holder instructions are incorporated herein by this reference.
- 17. <u>CLOSING DATE</u>. Close of Escrow holder shall be Thirty (30) days after the satisfaction of all contingencies set forth herein, unless extended by mutual written agreement of both parties, final inspections, City approval, and all lien releases.
- **POSSESSION OF SELLER'S PARCEL**. SELLER agrees to give possession of The Property to BUYER at the close of escrow, at which time The Property will be totally vacated and cleared of all debris, encumbrances, and tenancies.
- 19. <u>NO WAIVER OF DEFAULT</u>. 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.
- **20. 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.
- 21. <u>TIME</u>. Time is of the essence in this Agreement.
- **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. <u>BROKERS AND FINDERS</u>. 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. It is noted that Scott A. Underhill of ASU Commercial is a board member on the Seller's Board of Directors, and a licensed real estate agent in the State of California.
- **24. 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.
- **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.
- **26. 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.
- **27. 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.
- **28. 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.

29. HAZARDOUS MATERIALS.

- 29.1. SELLER knows of no hazardous material(s) stored, dumped or in any way placed in, on, over or about The Property. SELLER knows of no activities, either public or private, wherein SELLER or a third party has placed or dumped any hazardous material of any nature in, on, over, or about The Property. SELLER takes full responsibility for cleaning up any hazardous material placed in, on or about The Property at any time prior to BUYER taking title and will fully indemnify, defend, and hold BUYER, and BUYER's Council, Mayor, officers, agents, representatives, employees, successors, and assigns, harmless from any and all liability, claims, actions, injuries, losses, causes of action or demands whatsoever arising from hazardous materials found in, on, over, or about The Property placed prior to BUYER taking title.
- 29.2. As used herein, the term "hazardous material" shall mean any hazardous or toxic wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Section 172.101) or by the United States Environmental Protection Agency as Hazardous Substances (40 CFR Part 3.02) and amendments thereto, or any substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.
- **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.
- 31. <u>NON-INTEREST</u>. No officer or employee of BUYER 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:

To BUYER:

CITY OF BAKERSFIELD

Attention: Jennifer Byers 1600 Truxtun Avenue Bakersfield, CA 93301

To: SELLER:

BAKERSFIELD RESCUE MISSION

Attn: Carlos Baldovinos

PO Box 2222

Bakersfield, CA 93303

33. TAX EFFECT. None of the parties (nor such parties' counsel or accountants) has made or is making in this Agreement any representation to any other party (or such party's counsel or accountants) concerning any of the tax effects or consequences on the other party of the transactions provided for in this Agreement. Each party represents that it has obtained, or may obtain, independent tax advice with respect thereto and upon which it, if so obtained, has solely relied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"BUYER"	"SELLER"
CITY OF BAKERSFIELD	BAKERSFIELD RESCUE MISSION
By:	By:
KAREN GOH	CARLOS BALDOVINOS
Mayor	Executive Director

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Bv:

JENNIFER M. BYERS

Acting Economic and Community

Development Director

(Additional Signatures on Following Page)

APPROVED AS TO FORM: **VIRGINIA GENNARO** City Attorney

JOSHUA H. RUDNICK

Deputy City Attorney II

COUNTERSIGNED:

By:__ **RANDY MCKEEGAN**

Finance Director

JHR:ag

Attachments: Exhibit "A" – Legal Description

EXHIBIT "A" LEGAL DESCRIPTION

FOR APN/PARCEL ID(s): 016-060-10-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 74 FEET 5 ½ INCHES OF LOTS 29, 30, 31 AND 32 IN BLOCK 92 IN THE CITY OF BAKERSFIELD, FORMERLY KNOWN AS THE TOWN OF KERN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JANUARY 12, 1889 IN BOOK 1, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 34.28 FEET THEREOF.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Public Safety/Vital Services Measure z.

TO: Honorable Mayor and City Council

FROM: Gregg Strakaluse, Public Works Director

DATE: 8/4/2023

WARD: Ward 1

SUBJECT: Amendment No. 1 to Agreement No. 2023 with Bowman Asphalt, Inc.

for earthmoving and equipment, to add the construction of traffic calming

elements to the scope of work.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On February 22, 2023, Council adopted Resolution No. 18-2023 which approved the Neighborhood Traffic Calming Program for the City of Bakersfield. The goals of this program include: reducing vehicle speeds, reducing the number and severity of traffic collisions, reduce traffic volumes and vehicles cutting through residential areas, improve safety for pedestrians and cyclists, and improve overall quality of life.

Two residential streets in Ward 1, Sandra Drive and Laurel Drive, are two know areas where Staff has received traffic speeding complaints from the residents in that area. After the Neighborhood Traffic Calming Program was established, Staff determined this area would be a good candidate for improved traffic calming measures that includes additional signage and speed humps. Staff sent out 126 notices to residents in this area informing them of the recommended improvements. Staff received four responses, all of which were positive and were happy about the recommended improvements.

Staff prepared a plan and solicited three quotes for the work. Bowman Asphalt, Inc. (Bowman) submitted the lowest quote for the proposed project, however, the costs would exceed \$40,000 to construct all the desired speed bumps. Bowman is currently the City's on-call contractor for earthmoving and equipment. Several bid line items from the City's existing agreement with Bowman also apply to installation of the speed bumps, including: water truck, skid steer & cold planner, smooth steel drum roller, asphalt paving machine, and skip loader. Because the equipment outlined in the earth moving and equipment contract would be used for this work, and Bowman submitted the lowest quote to perform the installation of the speed bumps, Staff recommends amending the existing earthmoving and equipment contract, Agreement No. 2023-100, to include a clause that allows for the installation of speed bumps and other traffic calming elements that promote the goals of the

Neighborhood Traffic Calming Program.

There is no need to increase the compensation amount of Agreement No. 2023-100 as there are sufficient funds available. The adopted FY 2023/24 Capital Improvement Program budget allocates \$1,800,000 in Project No. T3K317 for constructing traffic calming elements. This project is entirely funded with PSVS funds; there is no General Fund impact associated with this amendment.

ATTACHMENTS:

	Description	Туре
D	Amendment No. 1 to Agreement No. 2023-100	Agreement
D	Bowman Asphalt Quote	Backup Material
D	Blue Memo submitted by PW	Cover Memo

AGREEMENT NO. 2023-100 (1)

AMENDMENT NO. 1 TO AGREEMENT NO. 2023-100

This **AMENDMENT NO. 1 TO AGREEMENT NO. 2023-100** is made and entered into on ______, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **BOWMAN ASPHALT**, **INC.** a Corporation authorized to do business in California (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on April 26, 2023, CITY and CONTRACTOR entered into Agreement No. 2023-100 for earthmoving and equipment; and

WHEREAS, the parties desire to amend Agreement No. 2023-100 to incorporate the construction of traffic speed bumps, and other traffic calming elements that support the City Council adopted Neighborhood Traffic Calming Program; and

WHEREAS, CITY and CONTRACTOR have agreed to perform the additional construction activities associated with traffic calming.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 1 of Agreement No. 2023-100 entitled "Scope of Work" is hereby amended to read as follows:
 - 1. SCOPE OF WORK. The Scope of Work is described as providing all materials, labor, equipment, permits and services necessary to fulfill the requirements of Bid No. 22-23-66 and any addenda thereto, all incorporated as though fully set forth herein. The scope of work shall include constructing speed bumps, and other traffic calming elements at the direction of the CITY. 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 shall be deemed to be part of this Agreement as if fully set forth herein:

- Invitation to Bid No. 22-23-66
- Bid Proposal
- Bid Security
- Non-Collusion Affidavit
- Statement of Compliance with Insurance Requirements
- Waiver of Provision for Substitution of Securities
- Workers' Compensation Insurance Certificate
- Statement of OSHA Compliance
- Performance Bond
- Labor & Materials Bond
- Insurance
- Current State of California DIR-PWC 100 Form
- All provisions required by law to be inserted in this Agreement whether actually inserted or not.
- 2. Except as amended herein, all provisions of Agreement No. 2023-100 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2023-100 to be executed the day and year first above written.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR" BOWMAN ASPHALT, INC.		
By: KAREN GOH Mayor	By:		
	Title: Vice President		
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT			
By: GREGG STRAKALUSE Public Works Director			

(Additional Signatures on Following Page)

APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney		
Зу:		
ASHLEY ZAMBRANO		
Deputy City Attorney II		
COUNTERSIGNED:		
Ву:		
RANDY MCKEEGAN		
Finance Director		

JHR/em S:\Public Works\Agrs\23-24\Bowmanasphamnd1agr2023-100.Doc



Grading · Paving · Sealcoating

3351 Fairhaven Drive Bakersfield, CA 93308

Estimated Quantity Unit

661.334.1356 661.334.1879 fax

License #862672

То:	CITY OF BAKERSFIELD	Contact:	Kevin Peoples
Address:	1501 TRUXTUN AVENUE	Phone:	661 326-3586
	BAKERSFIELD, CA 93301	Fax:	
Project Name:	Speed Hump Quote - COB 2023	Bid Number:	5657
Project Location:	Bakersfield, CA	Bid Date:	5/8/2023

Item Description	Estillated Qualitity Offic	Total Price
Base Bid		_
Speed Humps - 4 EA - Furnish & Install Speed Hump Approach Per City Exhibit - Provide Traffic Control For Bowman Asphalt's Work - Install Striping Per Exhibit (Thermoplastic)	1.00 LS	\$29,630.00
	Total Price for above Base Bid Items:	\$29,630.00
Option #1		
Speed Humps - 1 EA	1.00 LS	\$13,866.00

- Furnish & Install Speed Hump Approach Per City Exhibit
- Provide Traffic Control For Bowman Asphalt's Work
- Install Striping Per Exhibit (Thermoplastic)

Total Price for above Option #1 Items: \$13,866.00

Notes:

Item Description

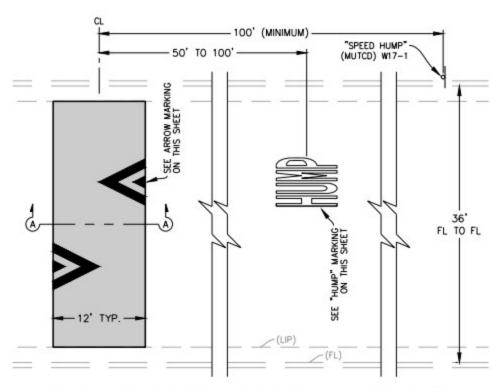
- Excluding any work other than described above.
- This proposal is good for Thirty (30) days.
- Permits, Bonds, Street Signage, Testing, Staking and Surveying not included.
- Cannot guarantee proper drainage with 1.5% or less in grade fall.
- Water and Water Source, in close proximity to work area, supplied by others.
- Due to volatile oil prices, the asphalt material price included in this proposal expires May 31, 2023. Any Asphalt placed after that date is subject to price increases.
- Above Proposal Assumes that Mutually Agreeable Commercial Legal Terms and Conditions Will Be Reached
- DIR Registration Number 1000003010

Payment Terms:

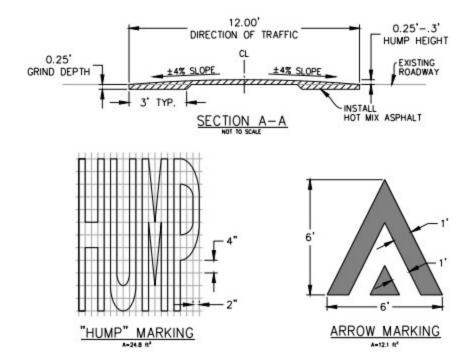
This proposal is to be paid in 30 days from invoice date. Subject to a service charge of 1.5% per month. Interest rate per annum is 18%. Should Bowman Asphalt be required to commence any legal action to recover losses under this agreement or required to employ an attorney for the enforcement of any of its rights herein, customer agrees to pay for reasonable fees and costs incurred thereby.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Bowman Asphalt, Inc.
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Clifford Boren
	cboren@bowmanasphalt.com

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SPEED HUMP APPROACH - STREET PLAN VIEW (TYPICAL)





MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Gregg Strakaluse, Public Works Director

DATE: August 22, 2023

SUBJECT: Agenda item 7. z. - Amendment No. 1 to Agreement No. 2023-100 with Bowman

Asphalt, Inc. For earthmoving and equipment, to add the construction of traffic

calming elements to the scope of work.

This memo corrects the title to Agenda item above.



ADMINISTRATIVE REPORT

MEETING DATE: 8/23/2023 Hearings 9. a.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 8/7/2023

WARD:

SUBJECT: Public Hearing to consider amended and restated Resolution No. 168-

08(1) to confirm participation in the Statewide Community Infrastructure

Program (SCIP).

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA, including the City. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits through pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts ("CFDs"), as provided for in the proposed Amended and Restated Resolution. Since its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

The City joined SCIP in April 2008 and participated in the SCIP 2020B bond series for the Juliana's Garden Project, in the SCIP 2022A bond series for the Morningstar Ranch (Phase I) project and in the SCIP 2022C bond series for the Harvest Grove (Phase 1) project, funding approximately \$3.5 million in aggregate for development impact fees through three separate SCIP assessment district. Additionally, in 2015 the City partnered with CSCDA in the formation of a community facilities district established in respect of the Rio Bravo project, funding in excess of \$11 million in public capital improvements and development impact fees. Now it is before the City Council to consider modifications to its SCIP participation to allow financing of fees and facilities through the formation of CFDs in addition to the current assessment district program. By adding CFDs, developers can finance a broader range of City fees such as the police, fire, library, general city fee and the housing in-lieu fee. It will also allow the developer more flexibility in adjusting tax rates by specific product type, assist in forming separate

improvement areas when projects need to be phased, and provide for more facilities to be financed similar in type to the fees.

If a property owner chooses to participate, and the City approves the application, the selected public capital improvements, facilities and/or development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will form the district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property (no one developer within the SCIP pool is responsible for the payment related to any other project). With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the City at any time to make authorized fee expenditures, and the City is never at risk for payment of its fees. If improvements or facilities are contemplated, the proposed Amended and Restated Resolution includes a form of acquisition agreement, which outlines how a developer will be reimbursed for improvements as they are certified complete by the City.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to taxexempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits to the City include:

- As in conventional assessment district and CFD financing, the City is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide taxexempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of

rising public capital improvements costs and development impact fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land thereby improving a City's competitive advantage in attracting new development.

- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing may be directed back to the participating city, county or special district for use on public infrastructure, or lower property taxes subject to applicable federal tax limitations.

ATTACHMENTS:

Description	Type
SCIP Amnd Resolution	Resolution
Reso Exhibit A	Exhibit
Reso Exhibit B	Exhibit
Reso Exhibit C	Exhibit
Reso Exhibit D	Exhibit
Reso Exhibit E	Exhibit
	SCIP Amnd Resolution Reso Exhibit A Reso Exhibit B Reso Exhibit C Reso Exhibit D

RESOLUTION NO. 168-08(1)

AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE CITY OF BAKERSFIELD; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California, including the City of Bakersfield (the "City"); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Mello-Roos Act") is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of Local Obligations under the Mello-Roos Act upon the security of the special taxes; and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts ("CFDs") and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts ("Assessment Districts") under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments or special taxes, as applicable; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the City; and

WHEREAS, both the Authority and the City are "local agencies" under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the City to finance Fees payable by such property owners and Improvements; and

WHEREAS, the City has previously presented Resolution No. 168-08 of the City Council of the City of Bakersfield, authorizing the City to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of the City of Bakersfield; approving a form of acquisition agreement; and authorizing related actions (the "Original Resolution"), and such Original Resolution was adopted on September 17, 2008; and

WHEREAS, the City now wishes to amend and restate the Original Resolution; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the "ROI"), a copy of which is attached hereto as <u>Exhibit A</u>, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map

required to be included in this Amended and Restated Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as <u>Exhibit B</u>, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to SCIP, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements and then concurrently issues its revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act"), the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this Amended and Restated Resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. This Amended and Restated Resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, and under the Authority's Local Goals and Policies (defined below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the City's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and
- (2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIIID of the State Constitution.
- Section 4. The Joint Powers Agreement, together with the terms and provisions of this Amended and Restated Resolution, shall together constitute a separate joint community facilities agreement between the City and the Authority under the Mello-Roos Act for each CFD formed. As, without this Amended and Restated Resolution, the Authority has no power to finance City Fees and/or City Improvements (as such terms are defined herein) in proceedings under the Mello-Roos Act to form the CFD, adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance City Fees and City Improvements shall constitute acceptance of the terms hereof by the Authority with respect to such CFD.
- Section 5. This Amended and Restated Resolution and the agreement it embodies are determined to be beneficial to the residents/customers of the City and are in the best interests of the residents of the City, and of the future residents of the area within the proposed CFDs and Assessment Districts. The City hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the City.
- Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The City approves the use of those Local Goals and Policies in connection with the formation of CFDs. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the CFDs.
- Section 7. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.
- Section 8. Pursuant to the Mello-Roos Act and this Amended and Restated Resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of any or all of the facilities and Fees set forth on Exhibit C, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. Exhibit C may be modified from time to time by written agreement between an authorized representative of the Authority and of the City. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the City are referred to as the "City Improvements." The Fees paid or to be paid to the City are referred to as the "City Fees."

Section 9. For Fees paid or to be paid to another agency by any particular CFD (an "Other Local Agency"), the Authority will obtain the written consent of that Other Local Agency before issuing Local Obligations to fund such Fees, as required by the Mello-Roos Act. For the Improvements to be owned by an Other Local Agency, the Authority will separately identify them in its proceedings, and will enter into a joint community facilities agreement with such Other Local Agency prior to issuing Local Obligations to finance such Improvements, as required by the Mello-Roos Act. Each joint community facilities agreement with each Other Local Agency will contain a provision that the Other Local Agency will provide indemnification to the City to the same extent that the City provides indemnification to the Other Local Agency under the terms of this Amended and Restated Resolution.

Section 10. At the time of formation of each CFD, the City will certify to the Commission of the Authority that all of the City Improvements including the improvements to be constructed or acquired with the proceeds of City Fees to be funded by such CFD are necessary to meet increased demands placed upon the City as a result of development occurring or expected to occur within the proposed CFDs in the form attached hereto as Exhibit D. Any appropriate officer or staff of the City is authorized to execute and deliver such certificate in substantially the form attached hereto as Exhibit D, with such changes as such signatory shall approve. Joint community facilities agreements with other local agencies will each contain a requirement that each Other Local Agency will make identical certification in connection with respect to the Improvements to be owned by, and Fees paid or to be paid to, such Other Local Agency equivalent to that made by the City in this paragraph.

Section 11. The Authority will apply the special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs incurred in the administration of the CFDs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the City and to the other local agencies in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Mello-Roos Act. The joint community facilities agreements with each Other Local Agency must require the Other Local Agency to apply the special tax revenues they receive for their authorized Improvements and Fees under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this Amended and Restated Resolution) nor will the City be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision

equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for City Improvements and City Fees and for the Improvements and Fees pertaining to each Other Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Other Local Agency, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Other Local Agency shall have no responsibility in that regard. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 15. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Other Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with the City Fees. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties with respect to each Other Local Agency's respective Improvements and the improvements to be constructed or acquired with each Other Local Agency's Fees.

Section 16. As respects the Authority and each Other Local Agency, the City agrees – once the City Improvements are constructed according to the approved plans and specifications, and the City and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the City Improvements – to accept ownership of the City Improvements, to take maintenance responsibility for the City Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain a

provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties.

Section 17. The City acknowledges the requirement of the Mello-Roos Act that if the City Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the Mayor or such officer's designee (the "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the City in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The City hereby consents to the formation of the CFDs in accordance with this Amended and Restated Resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this Amended and Restated Resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

<u>Section 22</u>. Except to the extent of the indemnifications extended to each Other Local Agency in the Agreement embodied by this Amended and Restated Resolution, and the City's agreement to take responsibility for and ownership of the City Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this

Amended and Restated Resolution, and nothing in this Amended and Restated Resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Amended and Restated Resolution.

<u>Section 23</u>. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Other Local Agency to the extent of the indemnification provisions and the provisions whereby each Other Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit E, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with SCIP.

Section 25. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit E, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 26. This Amended and Restated Resolution shall take effect immediately upon its adoption. The City Clerk of the City of Bakersfield is hereby authorized and directed to transmit a certified copy of this Amended and Restated Resolution to the Secretary of the Authority. This Amended and Restated Resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated. The Original Resolution shall remain in force with respect to any SCIP application approved by the City and any Assessment District formed pursuant to its authority until all Local Obligations have been retired and the authority to levy the assessment conferred by any assessment proceedings carried out pursuant to the Original Resolution has ended or is otherwise terminated.

000					
Council of the City of	that the foregoing Resolution was passed and adopted by the Bakersfield at a regular meeting thereof held on, by the following vote:				
NOES: COUNCIL MEMBI ABSTAIN: COUNCIL MEMBI	ER ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, KAUR ER ER ER				
APPROVED	JULIE DRIMAKIS, CPMC, MMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield				
By KAREN GOH Mayor					
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney					
By					
JHR/em Attachment – Exhibit A Exhibit B Exhibit C Exhibit D Exhibit E					

 $S: \label{local_condition} S: \label{local_condition} S: \label{local_condition} Amended SCIPReso. rdl. docx$

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and of do hereby certify that the foregoing Resolution Not meeting of the City Council of the City of Bake meeting place thereof on the day of members of said City Council had due notice and a	rsfield duly and regularly held at the regular, 2023, of which meeting all of the
	at least 72 hours before said meeting at saible to members of the public, and a brief anda.
Notice of public was published in [name hearing.	of newspaper] at least 5 days prior to the
I have carefully compared the foregoing wi and of record in my office, and the foregoing is resolution adopted at said meeting and entered in sa	
Said resolution has not been amended, mod and the same is now in full force and effect.	ified or rescinded since the date of its adoption
Dated:, 2023	
	City Clerk of the City of Bakersfield
Seal	By:

EXHIBIT A

FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA

RESOLUTION NO. _SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO ([NAME OF PROJECT]) [CITY OF], [COUNTY OF], APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH
WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the "Code"), the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the "Improvement Fees") and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County] of [] or another local agency (the "Improvements") as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No ([name of project]) [City of], [County of] (the "Assessment District");
WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No ([name of project]) [City of], [County of], State of California," a copy of which map is on file with the Secretary and presented to this Commission meeting and determines that the land within the exterior boundaries shown on the map shall be designated "Statewide Community Infrastructure Program Assessment District No ([name of project]) [City of], [County of], State of California";
WHEREAS , the [City/County] of [] is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;
NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:
Section 1. The above recitals are true and correct.

Section 2.

Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the

Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and

Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

- Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIIID of the California Constitution.
- Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.
- Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.
- Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.
- Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twentynine (29) years from the second day of September next succeeding twelve (12) months from their date.
- Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.
- Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.
- Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.
- Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California day of, 20	Statewide Communities Development Authority this
I, the undersigned, an Authorized Signatory of Authority, DO HEREBY CERTIFY that the foregoing the Authority at a duly called meeting of the Commiss, 20.	• • • •
	By
	Authorized Signatory
	California Statewide Communities
	Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and/or public capital improvements to be acquired and owned by the [City/County] of [_____] or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

CAPITAL IMPROVEMENTS*

*Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management

[End of Form of Resolution of Intention]

EXHIBIT B

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF BAKERSFIELD

AND

[DEVELOPER]

Dated as of ______, 20___

B-1

ACQUISITION AGREEMENT

Recitals

A.

The parties to this Acquisition Agreement (the "Agreement") are the

[CITY/COUNTY] OF [], (the "Local Agency"), and [DEVELOPER], a [indicate type of legal entity] (the "Developer").
B. The effective date of this Agreement is, 20
C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). [For CFDS:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act"). On], 20[_], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the "District") within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On], 20[_], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [For Assessment Districts:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the "District") which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act" and, together with the "1913 Act" the "Act").]

- D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.
- E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".
- F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to

be acquired from the Developer.

- G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.
- I. Attached to this Agreement are Exhibit A (Acquisition Improvements and the Eligible Portions thereof) and Exhibit B (Form of Requisition), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. <u>Definitions</u>. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition and Construction Fund" means the "[Name of Local Agency] Acquisition and Construction Fund" established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

"Acquisition Improvement" shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

"Acquisition Price" means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

"Act" has the meaning ascribed thereto in Recital C.

"Actual Cost" means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer's cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer's cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer's cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of [], 20[_]
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"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital E.

"Bonds" means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

"Code" means the Streets and Highways Code or the Government Code of the State of California, as applicable.

"Developer" means [Developer], its successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

"District" shall have the meaning assigned to the term in Recital C.

"Eligible Portion" shall have the meaning ascribed to it in Section 2.03 below.

"Installment Payment" means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

"Local Agency" means the City of Bakersfield.

"Local Agency Engineer" means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the Developer's development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

["Special Taxes" means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. <u>Participation in SCIP</u>. [For CFDs:][The Local Agency has entered into a Joint Community Facilities Agreement with the Authority for the purpose of accepting applications from time to time of developers within the Local Agency's jurisdictional boundaries.] Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition Account (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. <u>Deposit and Use of Available Amount.</u>

- (a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition Account.
- (b) The Authority will cause the SCIP Trustee to establish and maintain an account (the "Acquisition Account") for the purpose of holding all funds for the Acquisition

Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. <u>Letting and Administration of Construction Contracts;</u> <u>Indemnification.</u> State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in <u>Exhibit C</u> hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State

of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition Account at the time such payment is requested.

Section 2.04. <u>Conditions Precedent to Payment of Acquisition Price</u>. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

- (a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.
- (b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.
- (c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.
- (d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. <u>SCIP Requisition</u>. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. <u>Indemnification and Hold Harmless</u>. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. <u>Audit</u>. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. <u>Cooperation</u>. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. <u>Third Party Beneficiaries</u>. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party

beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. <u>Conflict with Other Agreements</u>. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. <u>Notices</u>. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of Bakersfield [Address to come]

If to the Developer:

[Developer]
[Address to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. <u>Severability</u>. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. <u>Governing Law</u>. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. <u>Singular and Plural; Gender</u>. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. <u>Successors and Assigns</u>. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF BAKERSFIELD

	By: [Mayor]
ATTEST: City Clerk of the City of Bakersfield	
By:	
	[DEVELOPER], a [here indicate type of legal entity]
	Ву:
	Signature
	Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

I	To b	e comp	leted	based	on	Final	Engineer	's l	Renort]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
	\$[_]
	\$[_]

^{*} Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

BLX Group LLC To: SCIP Program Administrator 777 S. Figueroa St., Suite 3200 Los Angeles, California 90017 Attention: Vo Nguyen Fax: 213-612-2499 Statewide Community Infrastructure Program Re: The undersigned, a duly authorized officer of the CITY OF BAKERSFIELD hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows: Request Date: [Insert Date of Request] Name of Developer: [Developer] Withdrawal Amount: [Insert Acquisition Price] Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A] Payment Instructions: [Insert Wire Instructions or Payment Address for Developer] The undersigned hereby certifies as follows: The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment. None of the items for which payment is requested have been reimbursed previously from other sources of funds. If the Withdrawal Amount is greater than the funds held in the Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds. 4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF BAKERSFIELD, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Acquisition Account listed above in the amount listed above. CITY OF BAKERSFIELD

Title: _____

EXHIBIT C

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Development Impact Fees

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D

FORM OF INCREASED DEMANDS CERTIFICATE

To: California Statewide Communities Development Authority

Re: Statewide Community Infrastructure Program – Community Facilities District for [*Project*]

The undersigned, a duly authorized officer of the CITY OF BAKERSFIELD (the "Local Agency") hereby certifies that the public capital improvements and development impact fees identified below are necessary to meet increased demands placed upon the Local Agency as a result of development within the proposed community facilities district for the [*Project*]:

[*List improvements/fees here*]

CITY	OF BAKERSFIELD	
By:		
Title:		

EXHIBIT E

CITY OF BAKERSFIELD CONTACTS FOR SCIP PROGRAM

Primary Contact

Name: Gregg Strakaluse Title: Public Works Director

Mailing Address: 1501 Truxtun Avenue, Bakersfield, CA 93301

Delivery Address (if different):

E-mail: gstrakaluse@bakersfieldcity.us

Telephone: (661)326-3586

Fax:

Secondary Contact

Name: Zachary Meyer

Title: Assistant Public Works Director

Mailing Address: 1501 Truxtun Avenue, Bakersfield, CA 93301

Delivery Address (if different): E-mail: zmeyer@bakersfieldcity.us

Telephone: (661)326-3680

Fax: