



McFARLAND CITY COUNCIL

McFarland Successor Agency, McFarland Public Finance Authority,
McFarland Improvement Authority, McFarland Parking Authority

Regular Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, McFarland, CA
Website: <https://www.mcfarlandcity.org/>

Wednesday, February 5, 2025
6:00 PM

SAUL AYON, Mayor
RICARDO CANO, Vice Mayor
AMADOR AYON, Council Member
ANITA GONZALEZ, Council Member
MARÍA T. PÉREZ, Council Member

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City’s business without them present.

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano

Council Member/Board Member, Amador Ayon

Council Member/Board Member, Anita Gonzalez

Council Member/Board Member, Maria T. Pérez

INVOCATION: Vice Mayor Cano

PLEDGE OF ALLEGIANCE: Councilmember Amador

APPROVE AGENDA AS TO FORM**FEATURED PET:**

Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

- Featured Pet Presented by Chief Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Administration of the Oath of Office for District 2 Council Member
2. Proclamation for Safely Surrendered Baby Awareness Month
3. Proclamation for Kern County Grand Jury Awareness Month
4. Recognition Award for Exceptional Investigative Work in Homicide Case

DEPARTMENTAL REPORTS

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/ Board Member or Member from the Public requests to remove a particular item.

5. Approval of Expense Report in the Amount of \$1,332,935.61 from 1/4/2025 to 1/24/2025
6. Approval of January 15, 2025, Regular Meeting Minutes
7. Approval of January 17, 2025, Special Meeting Minutes
8. Approval of Resolution No. 2025-10 REQUEST FOR AUTHORIZATION TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) FOR AN ACTUARIAL VALUATION

PUBLIC HEARINGS**ADMINISTRATIVE AGENDA**

9. Approval of Resolution No. 2025-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ACCEPTANCE OF THE QUOTE FROM VAISALA, INC. FOR THE IMPLEMENTATION OF ROAD AI SOFTWARE FOR THE CITY'S STREET DEPARTMENT, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE-MONTH AGREEMENT, AND APPROVING A BUDGET ADJUSTMENT TO THE GENERAL FUND.

10. Approval of Resolution No. 2025-9 ACCEPTING THE LOWEST RESPONSIVE BIDDER AND AWARD OF A CONTRACT TO JOHNSON DRILLING COMPANY IN THE AMOUNT OF \$320,135 FOR THE DRILLING OF A TEST WATER WELL FOR THE NEW WATER WELL PROJECT AND APPROVING AN APPROPRIATION OF \$80,000 FOR CONSTRUCTION CONTINGENCY
11. Approval of Resolution No. 2025-5 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION OF THE DEVELOPMENT IMPACT FEE AND AUTHORIZING THE REIMBURSEMENT FOR PUBLIC IMPROVEMENTS PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN THE CITY OF MCFARLAND AND SHAFTER MEDICAL PLAZA, LLC.
12. RECEIVE AND FILE THE CITY OF MCFARLAND AUDITED FINANCIAL STATEMENTS FOR THE PERIOD ENDED JUNE 30, 2024.
13. Approval of Resolution No. 2025-6 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CREATION OF THE ECONOMIC DEVELOPMENT MANAGER POSITION THROUGH JUNE 30, 2025, AND APPROVING A BUDGET ADJUSTMENT TO THE GENERAL FUND OF \$38,976.80.
14. Approval of Resolution 2025-7 A RESOLUTION OF THE CITY COUNCIL OF CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND PAUL SALDANA FOR THE ECONOMIC DEVELOPMENT MANAGER POSITION
15. Approval of Resolution No. 2025-8 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND MEGAN SNYDER FOR THE COMMUNITY DEVELOPMENT DIRECTOR POSITION.
16. Approval of Resolution No. 2025-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT WITH FLOCK SAFETY TO ADD ADDITIONAL LICENSE PLATE READER CAMERAS AND SURVEILLANCE CAMERAS AND AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL FUND

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

COUNCIL COMMENTS

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Economic Development Corp. (KEDC)
- b. Kern Local Agency Formation Commission (LAFCO)
- c. Delano Mosquito Abatement District (DMAD)
- d. San Joaquin Valley Air Pollution Control District (SJV)
- e. Public Policy and Finance Committee

- f. Public Safety Committee
- g. Quality of Life Committee

COUNCIL STATEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request staff to report to the City Council at a later meeting concerning any matter. Furthermore, the City Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

CLOSED SESSION

17. Conference with Real Property Negotiations (Government Code §54956.8):

- o Property: 31780 Hanawalt Avenue, McFarland, CA 93250
- o Agency Negotiation: Paul Saldana, Community Development Director and Diego Viramontes, City Manager
- o Negotiating Parties: West Star Dairy
- o Under Negotiation: Price

18. Conference with Real Property Negotiations (Government Code §54956.8):

- o Property: 200 Harlow Avenue, McFarland, CA 93250
- o Agency Negotiation: Paul Saldana, Community Development Director
- o Negotiating Parties: Jose Cervantes
- o Under Negotiation: Price & Terms

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on January 31, 2025

Erika De La Cruz

Erika De La Cruz, City Clerk

Diego Viramontes

Diego Viramontes, City Manager

Next Meeting: Regular City Council February 19, 2025

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All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave.

McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.



Hazel

Hazel is a Dachshund. She is about 2 years old. Up to date on all her vaccines and looking for her furever home. She is a very sweet girl. Loves to be in your lap and absolutely loves attention!

Interested in Hazel? Please contact 661.792.2121 for more information and schedule a meet and greet!



MCFARLAND POLICE DEPARTMENT: ANIMAL CONTROL OFFICE

12941 Melcher Road, McFarland, CA. 93250

Phone: (661) 792-2121



OATH OR AFFIRMATION OF ALLEGIANCE FOR COUNCILMEMBER

*State of California
County of Kern
City of McFarland*

*The Execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, María T. Pérez, do solemnly swear (or affirm) that I will support and defend the
Constitution of the United States and the Constitution of the State of California
against all enemies, foreign and domestic; that I will bear true faith and allegiance
to the Constitution of United States and the Constitution of the State of California;
that I take this obligation freely, without any mental reservation or purpose of
evasion; and that I will and faithfully discharge the duties upon which I am about
to enter.*

*Subscribed and sworn to before me
this 5th day of February 2025*

María T. Pérez, Councilmember

Erika De La Cruz, City Clerk

Diego Viramontes, City Manager



Proclamation

Safely Surrendered Baby Awareness Month ***February 2025***

WHEREAS, the City of McFarland proclaims February 2025 as Safely Surrendered Baby Awareness Month and advises all community members of planned events to highlight the importance of the Safety Surrendered Baby Law.

WHEREAS, the Safely Surrendered Baby Law responds to the increasing number of newborn infant deaths due to abandonment in unsafe locations. First created in January 2001, the law's intent is to save the lives of newborn infants at risk of abandonment by encouraging parents or persons with lawful custody to safely surrender the infant within 72 hours of birth, with no questions asked. ***Since 2006, Kern County has had 103 babies safely surrendered;*** and

WHEREAS, in Kern County, a newborn baby can be safely surrendered into the hands of any hospital emergency room or Fire Station staff. The Safely Surrendered Baby Coalition, under the coordination of the Department of Human Services, works to educate Kern County residents about this important law; and

WHEREAS, the coalition is led by the Department of Human Services, and includes a group of dedicated individuals representing a long list of agencies, non-profits, hospitals, and stakeholders, including First Five Kern, the Kern County Fire Department, Bakersfield City Fire Department, Bakersfield Pregnancy Center, Right to Life Kern County, Adventist Health Hospitals, Clinica Sierra Vista, Kern Family Healthcare, Koinonia Family Services, Kern County Public Health, and Ridgecrest Regional Hospital; and

WHEREAS, the February Awareness Campaign will include, a Live Press Conference February 13, 2025 at Adventist Health Specialty located at 3100 Sillect Ave, Bakersfield CA 93308 beginning at 9:00am, over 15 presentations at collaborative agencies throughout Kern County and Public Services Announcements on social media, all in an effort to alert the community about the Safely Surrendered Baby Law as a much better option than abandoning a baby; and

NOW, THEREFORE, I, Mayor Saul Ayon, on behalf of the City Council of the City of McFarland do hereby recognize February 2025, as **SAFELY SURRENDERED BABY AWARENESS MONTH**, in McFarland, and I call this observance to the attention of our citizens.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of McFarland, CA, on this 5th day of February 2025.

Saul Ayon
Mayor



Proclamation

2025 Kern County Grand Jury Awareness Month February 2025

WHEREAS, the Grand Jury is one of the oldest government institutions in our jurisprudence, devised to check the excesses of the English monarchy and to ensure the rights of the accused; and

WHEREAS, the California Constitution, adopted in 1879, provided “that a grand jury shall be drawn and summoned at least once a year in each county; and

WHEREAS, the California Grand Jury is an arm of the Superior Court; and

WHEREAS, the Grand Jury acts as the public’s “watchdog” by investigating and reporting on affairs of local government and recommending ways local governments can be more efficient, effective, transparent, and accountable; and

WHEREAS, the Kern County Grand Jury is a body of 19 citizens and is a diverse group of men and women with a wide range of backgrounds and interests; and

WHEREAS, the Grand Jurors make a commitment to serve a minimum of 20 hours per week for a term of 12 months; and

WHEREAS, a new Grand Jury is impaneled in June of each year; and

NOW, THEREFORE, I, Mayor Saul Ayon, on behalf of the City Council of the City of McFarland do hereby recognize February 2025, as **Kern County Grand Jury Awareness Month**, in McFarland, and I call this observance to the attention of our citizens.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of McFarland, CA, on this 5th day of February 2025.

Saul Ayon
Mayor



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC					
ADLERHORST INTERNATIONAL...	Inv. 122441	01/01/2025	Inv. 122441 - K9 Monthly Off-S...	01-150-56000-0000-1	292.00
ADLERHORST INTERNATIONAL...	Inv. 122024	01/13/2025	Inv. 122024 - Narcotic Detecti...	01-150-53100-2534-1	5,700.00
ADLERHORST INTERNATIONAL...	Inv. 122479	01/13/2025	Inv. 122479 - K9 E-Collar Train...	01-150-56000-0000-1	400.00
ADLERHORST INTERNATIONAL...	Inv. 122488	01/13/2025	Inv. 122488 - K9 E-Collar Train...	01-150-56000-0000-1	516.12
Vendor ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC Total:					6,908.12
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	Inv. 0195886	12/30/2024	Inv. 0195886 Service Console ...	01-150-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: Agile Occupational M - Agile Occupational Medicine, PC					
Agile Occupational Medicine, ...	INV EM034558	12/30/2024	INV EM034558 DOT Drug Scr...	34-520-56000-0000-1	65.00
Vendor Agile Occupational M - Agile Occupational Medicine, PC Total:					65.00
Vendor: Amazon Capital Servi - Amazon Capital Services, Inc.					
Amazon Capital Services, Inc.	INV 11XY-DPHG-WFND	12/30/2024	INV 11XY-DPHG-WFND Water...	32-510-56600-0000-1	375.85
Amazon Capital Services, Inc.	Inv. 1KTG-NHRL-34Q4	01/13/2025	Inv. 1KTG-NHRL-34Q4 - HR Off...	01-112-57200-0000-1	31.53
Amazon Capital Services, Inc.	Inv. 1KTG-NHRL-34Q4	01/13/2025	Inv. 1KTG-NHRL-34Q4 - PD Op...	01-150-57400-0000-1	20.55
Amazon Capital Services, Inc.	INV0028945	01/13/2025	INV 1HJW-VPLX-Y4CV Water ...	32-510-56600-0000-1	743.01
Amazon Capital Services, Inc.	INV0028946	01/14/2025	INV 1HDJ-FQKV-14HG Food Tr...	01-190-56400-0000-1	363.99
Amazon Capital Services, Inc.	INV0028947	01/13/2025	INV 1HTT-CRW3-CC71 Comm...	20-200-56700-0000-1	151.52
Amazon Capital Services, Inc.	INV0028948	01/13/2025	INV 1FQ7-1GGF-XM4Y Facilitie...	01-190-56400-0000-1	51.61
Amazon Capital Services, Inc.	INV0028950	01/13/2025	INV 1WXX-DP3P-T64H Facilitie...	01-190-56400-0000-1	90.89
Amazon Capital Services, Inc.	INV0028952	01/13/2025	INV 1RNV-RGH6-VMJ3 Faciliti...	01-185-56400-0000-1	42.42
Amazon Capital Services, Inc.	Inv. 137X-Y9W6-L946	01/22/2025	Inv. 137X-Y9W6-L946 - PD Offi...	01-150-57200-0000-1	78.34
Amazon Capital Services, Inc.	Inv. 1XXR-C37X-RGD7	01/22/2025	Inv. 1XXR-C37X-RGD7 - PD Off...	01-150-57200-0000-1	8.10
Amazon Capital Services, Inc.	Inv. 1XXR-C37X-RGD7	01/22/2025	Inv. 1XXR-C37X-RGD7 - PD Ops...	01-150-57400-0000-1	275.70
Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:					2,233.51
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0028806	01/09/2025	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0028807	01/09/2025	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0028808	01/09/2025	American Fidelity - Disability I...	01-22700-0000-1	129.49
American Fidelity	INV0028809	01/09/2025	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0028810	01/09/2025	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0028833	01/09/2025	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0028844	01/09/2025	American Fidelity Accident 2* ...	30-22800-0000-1	31.38
American Fidelity	INV0028844	01/09/2025	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0028845	01/09/2025	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0028846	01/09/2025	American Fidelity - Disability I...	01-22700-0000-1	13.33
American Fidelity	INV0028846	01/09/2025	American Fidelity - Disability I...	30-22700-0000-1	73.52
American Fidelity	INV0028846	01/09/2025	American Fidelity - Disability I...	31-22700-0000-1	26.62
American Fidelity	INV0028846	01/09/2025	American Fidelity - Disability I...	32-22700-0000-1	29.68
American Fidelity	INV0028846	01/09/2025	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0028847	01/09/2025	Health FSA	01-22600-0000-1	39.18
American Fidelity	INV0028847	01/09/2025	Health FSA	30-22600-0000-1	89.41
American Fidelity	INV0028847	01/09/2025	Health FSA	31-22600-0000-1	61.28
American Fidelity	INV0028847	01/09/2025	Health FSA	32-22600-0000-1	89.39
American Fidelity	INV0028848	01/09/2025	Life 1	01-22900-0000-1	14.08
American Fidelity	INV0028848	01/09/2025	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0028848	01/09/2025	Life 1	30-22900-0000-1	55.01
American Fidelity	INV0028848	01/09/2025	Life 1	31-22900-0000-1	16.37
American Fidelity	INV0028848	01/09/2025	Life 1	32-22900-0000-1	28.27
American Fidelity	INV0028848	01/09/2025	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0028849	01/09/2025	Life 2	01-22900-0000-1	4.59
American Fidelity	INV0028849	01/09/2025	Life 2	30-22900-0000-1	6.87

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American Fidelity	INV0028849	01/09/2025	Life 2	32-22900-0000-1	6.88
American Fidelity	INV0028849	01/09/2025	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0028861	01/09/2025	Cancer 1 American Fidelity	01-22950-0000-1	1.09
American Fidelity	INV0028861	01/09/2025	Cancer 1 American Fidelity	30-22950-0000-1	1.62
American Fidelity	INV0028861	01/09/2025	Cancer 1 American Fidelity	32-22950-0000-1	1.63
American Fidelity	INV0028862	01/09/2025	Cancer 1 American Fidelity	30-22950-0000-1	5.82
American Fidelity	INV0028863	01/09/2025	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0028864	01/09/2025	Cancer 1 American Fidelity	01-22950-0000-1	0.87
American Fidelity	INV0028864	01/09/2025	Cancer 1 American Fidelity	30-22950-0000-1	2.62
American Fidelity	INV0028864	01/09/2025	Cancer 1 American Fidelity	31-22950-0000-1	2.62
American Fidelity	INV0028864	01/09/2025	Cancer 1 American Fidelity	32-22950-0000-1	2.60
American Fidelity	INV0028865	01/09/2025	Cancer 2* - American Fidelity ...	01-22950-0000-1	2.18
American Fidelity	INV0028865	01/09/2025	Cancer 2* - American Fidelity ...	30-22950-0000-1	3.27
American Fidelity	INV0028865	01/09/2025	Cancer 2* - American Fidelity ...	32-22950-0000-1	3.26
American Fidelity	INV0028866	01/09/2025	Cancer 2* - American Fidelity ...	30-22950-0000-1	8.71
American Fidelity	INV0028867	01/09/2025	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
American Fidelity	INV0028966	01/23/2025	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0028967	01/23/2025	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0028968	01/23/2025	American Fidelity - Disability I...	01-22700-0000-1	129.49
American Fidelity	INV0028969	01/23/2025	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0028970	01/23/2025	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0028987	01/23/2025	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0028998	01/23/2025	American Fidelity Accident 2* ...	30-22800-0000-1	31.38
American Fidelity	INV0028998	01/23/2025	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0028999	01/23/2025	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0029000	01/23/2025	American Fidelity - Disability I...	01-22700-0000-1	13.32
American Fidelity	INV0029000	01/23/2025	American Fidelity - Disability I...	30-22700-0000-1	73.49
American Fidelity	INV0029000	01/23/2025	American Fidelity - Disability I...	31-22700-0000-1	26.60
American Fidelity	INV0029000	01/23/2025	American Fidelity - Disability I...	32-22700-0000-1	29.74
American Fidelity	INV0029000	01/23/2025	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0029001	01/23/2025	Health FSA	01-22600-0000-1	39.17
American Fidelity	INV0029001	01/23/2025	Health FSA	30-22600-0000-1	89.41
American Fidelity	INV0029001	01/23/2025	Health FSA	31-22600-0000-1	61.28
American Fidelity	INV0029001	01/23/2025	Health FSA	32-22600-0000-1	89.40
American Fidelity	INV0029002	01/23/2025	Life 1	01-22900-0000-1	14.12
American Fidelity	INV0029002	01/23/2025	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0029002	01/23/2025	Life 1	30-22900-0000-1	55.02
American Fidelity	INV0029002	01/23/2025	Life 1	31-22900-0000-1	16.38
American Fidelity	INV0029002	01/23/2025	Life 1	32-22900-0000-1	28.21
American Fidelity	INV0029002	01/23/2025	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0029003	01/23/2025	Life 2	01-22900-0000-1	4.59
American Fidelity	INV0029003	01/23/2025	Life 2	30-22900-0000-1	6.88
American Fidelity	INV0029003	01/23/2025	Life 2	32-22900-0000-1	6.87
American Fidelity	INV0029003	01/23/2025	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0029015	01/23/2025	Cancer 1 American Fidelity	01-22950-0000-1	1.09
American Fidelity	INV0029015	01/23/2025	Cancer 1 American Fidelity	30-22950-0000-1	1.63
American Fidelity	INV0029015	01/23/2025	Cancer 1 American Fidelity	32-22950-0000-1	1.62
American Fidelity	INV0029016	01/23/2025	Cancer 1 American Fidelity	30-22950-0000-1	5.82
American Fidelity	INV0029017	01/23/2025	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0029018	01/23/2025	Cancer 1 American Fidelity	01-22950-0000-1	0.87
American Fidelity	INV0029018	01/23/2025	Cancer 1 American Fidelity	30-22950-0000-1	2.62
American Fidelity	INV0029018	01/23/2025	Cancer 1 American Fidelity	31-22950-0000-1	2.62
American Fidelity	INV0029018	01/23/2025	Cancer 1 American Fidelity	32-22950-0000-1	2.60
American Fidelity	INV0029019	01/23/2025	Cancer 2* - American Fidelity ...	01-22950-0000-1	2.18
American Fidelity	INV0029019	01/23/2025	Cancer 2* - American Fidelity ...	30-22950-0000-1	3.27
American Fidelity	INV0029019	01/23/2025	Cancer 2* - American Fidelity ...	32-22950-0000-1	3.26
American Fidelity	INV0029020	01/23/2025	Cancer 2* - American Fidelity ...	30-22950-0000-1	8.71
American Fidelity	INV0029021	01/23/2025	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					1,977.30

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 23931	01/13/2025	INV 23931 MPD WattBox UPS...	01-310-52200-0000-1	3,068.64
American Office Solutions, LLC	INV 23932	01/13/2025	INV 23932 MPD Enterprise	01-310-52950-2505-1	12,756.72
American Office Solutions, LLC	INV 23934	01/13/2025	INV 23934 MPD New Firewall	01-310-52200-0000-1	5,563.05
American Office Solutions, LLC	INV 23938	01/13/2025	INV 23938 MPD Wireless APS	01-310-52200-0000-1	1,609.89
American Office Solutions, LLC	INV 23939	01/13/2025	INV 23939 MPD Server Room ...	01-310-52200-0000-1	415.14
American Office Solutions, LLC	INV 23933	01/15/2025	INV 23933 City Hall Jordan Ay...	01-310-52200-0000-1	569.77
American Office Solutions, LLC	INV 23936	01/15/2025	INV 23936 City Hall fianl phase..	01-310-52200-0000-1	500.00
American Office Solutions, LLC	INV 23937	01/15/2025	INV 23937 Veterans Hall Sign ...	01-310-52200-0000-1	1,000.00
American Office Solutions, LLC	INV 23941	01/15/2025	INV 23941 MPD Roundtrip mil...	01-310-52200-0000-1	100.00
Vendor American Office Solu - American Office Solutions, LLC Total:					25,583.21
Vendor: ANJELICA OROZCO - ANJELICA OROZCO					
ANJELICA OROZCO	INV0026879	05/28/2024	FY23-24 GEO SCHOLARSHIPS ...	01-105-57100-0000-1	1,000.00
Vendor ANJELICA OROZCO - ANJELICA OROZCO Total:					1,000.00
Vendor: Arredondo Automotive - Arredondo Automotive Group					
Arredondo Automotive Group	Inv. 298775	12/30/2024	Inv. 298775 Unit 54 -Oil Chan...	01-150-56600-0000-1	167.42
Arredondo Automotive Group	Inv. 298228	01/22/2025	Inv. 298228 Unit 45 - Oil Chan...	01-150-56600-0000-1	202.47
Arredondo Automotive Group	Inv. 298518	01/22/2025	Inv. 298518 Unit 56 -Oil Chan...	01-150-56600-0000-1	80.02
Arredondo Automotive Group	Inv. 299322	01/22/2025	Inv. 299322 Unit 24 - Oil Chan...	01-150-56600-0000-1	122.51
Arredondo Automotive Group	Inv. 299337	01/22/2025	Inv. 299337 Unit 54 -Oil Chan...	01-150-56600-0000-1	305.27
Vendor Arredondo Automotive - Arredondo Automotive Group Total:					877.69
Vendor: At&t Mobility - At&t Mobility					
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-105-57800-0000-1	32.45
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-110-57800-0000-1	25.26
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-115-57800-0000-1	42.90
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-140-57800-0000-1	15.90
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-160-57800-0000-1	15.90
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-165-57800-0000-1	97.03
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	01-175-57800-0000-1	15.90
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	30-500-57800-0000-1	145.69
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	31-505-57800-0000-1	14.30
At&t Mobility	INV0028960	01/22/2025	AT&T Jan 2025 Monthly 2872...	32-510-57800-0000-1	145.68
Vendor At&t Mobility - At&t Mobility Total:					551.01
Vendor: Auto Zone - Auto Zone					
Auto Zone	INV 06270008341	12/30/2024	INV 06270008341 Water Dept...	32-510-56600-0000-1	38.96
Auto Zone	INV 06270015909	12/30/2024	INV 06270015909 Street Dept...	01-180-56600-0000-1	59.92
Auto Zone	INV 06270018714	12/30/2024	INV 06270018714 Water Dept...	32-510-56600-0000-1	368.23
Auto Zone	INV 06270022260	01/22/2025	INV 06270022260 WWTP Vehi...	30-500-56600-0000-1	31.49
Vendor Auto Zone - Auto Zone Total:					498.60
Vendor: Bakersfield Well - Bakersfield Well					
Bakersfield Well	Job #24667	01/13/2025	Job #24667 Garzoli Well Emer...	32-510-56410-0000-1	12,800.00
Vendor Bakersfield Well - Bakersfield Well Total:					12,800.00
Vendor: Berchtold Equipment - Berchtold Equipment					
Berchtold Equipment	INV W11803	01/13/2025	INV W11803 Streets Dept. Veh...	01-180-56430-0000-1	784.14
Vendor Berchtold Equipment - Berchtold Equipment Total:					784.14
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV 24-368	12/30/2024	INV 24-368 BHT Job 24604 San..	25-000-52960-2507-1	427.50
BHT Engineering, Inc.	INV 24-369	12/30/2024	INV 24-369 BHT Job 24606 W ...	25-000-52960-2401-1	4,752.50
BHT Engineering, Inc.	INV 24-370	12/30/2024	INV 24-370 BHT Job 24608 3rd...	25-000-52960-2403-1	2,470.00
BHT Engineering, Inc.	INV 24-372	12/30/2024	INV 24-372 BHT Job 24610 B S...	25-000-52960-2510-1	17,822.50
BHT Engineering, Inc.	INV 24-375	12/30/2024	INV 24-375 BHT Job 24613 9th...	25-000-52960-2512-1	4,555.00
BHT Engineering, Inc.	INV 24-377	12/30/2024	INV 24-377 Job 24615 Mt. Arb...	25-000-52960-2514-1	3,880.00
BHT Engineering, Inc.	INV 24-455 Job #24615	12/30/2024	INV 24-455 Job #24615 Mt. Ar...	25-000-52960-2514-1	2,262.50
BHT Engineering, Inc.	Inv No 24-458	12/30/2024	Inv No 24-458 - LLA 24-01	01-140-56000-0000-1	800.00
BHT Engineering, Inc.	Inv No 24-459	12/30/2024	Inv No 24-459 - TPM 12585	01-140-56000-0000-1	3,720.00
BHT Engineering, Inc.	Inv No 24-460	12/30/2024	Inv No 24-460 - TM 7394 Ph 1	01-140-56000-0000-1	3,940.00
BHT Engineering, Inc.	Inv No. 24-278	12/30/2024	Inv No. 24-278 - New Sump at...	01-140-56000-0000-1	9,305.00
BHT Engineering, Inc.	INV 24-371	01/09/2025	INV 24-371 BHT Job 24609 A S...	25-000-52960-2509-1	16,630.00

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BHT Engineering, Inc.	INV 24-373	01/09/2025	INV 24-373 BHT Job 24611 7th...	25-000-52960-2508-1	8,110.00
BHT Engineering, Inc.	INV 24-449	01/09/2025	INV 24-449 Job #24609 A St. - ...	25-000-52960-2509-1	4,212.50
BHT Engineering, Inc.	INV 24-365	01/13/2025	INV 24-365 Job 24601 RSTP W...	25-000-52960-2302-1	4,117.50
BHT Engineering, Inc.	INV 24-366	01/13/2025	INV 24-366 Job 24602 Cliff- M...	25-000-52960-2402-1	3,098.75
BHT Engineering, Inc.	INV 24-367	01/13/2025	INV 24-367 Job 24603 5th St S...	25-000-52960-2506-1	1,845.00
BHT Engineering, Inc.	INV 24-408	01/13/2025	INV 24-408 Job 24601 RSTP W...	25-000-52960-2302-1	2,187.50
BHT Engineering, Inc.	INV 24-409	01/13/2025	INV 24-409 Job 24606 W. Kern...	25-000-52960-2401-1	1,390.00
BHT Engineering, Inc.	INV 24-411	01/13/2025	INV 24-411 Job 24609 A St. Br...	25-000-52960-2509-1	5,410.00
BHT Engineering, Inc.	INV 24-412	01/13/2025	INV 24-412 Job 24610 B St. In...	25-000-52960-2510-1	5,980.00
BHT Engineering, Inc.	INV 24-413	01/13/2025	INV 24-413 Job 24611 7th St C...	25-000-52960-2508-1	2,325.00
BHT Engineering, Inc.	INV 24-415	01/13/2025	INV 24-415 Job 24613 9th St K...	25-000-52960-2512-1	3,865.00
BHT Engineering, Inc.	INV 24-417	01/13/2025	INV 24-417 Job 24615 Mt. Arb...	25-000-52960-2514-1	2,735.00
BHT Engineering, Inc.	INV 24-379	01/22/2025	INV 24-379 Job 24617 3rd St-...	25-000-52960-2403-1	175.00
BHT Engineering, Inc.	INV 24-414	01/22/2025	INV 24-414 Job 24612 Robert...	25-000-52960-2511-1	2,215.00
BHT Engineering, Inc.	INV 24-416	01/22/2025	INV 24-416 San Juan- Perkins ...	25-000-52960-2513-1	2,470.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					120,701.25
Vendor: botach inc - Botach Inc					
Botach Inc	Inv. INV834476	01/13/2025	Inv. INV834476 Safety Equipm...	01-150-56800-0000-1	56.88
Vendor botach inc - Botach Inc Total:					56.88
Vendor: the round up - Bramaloma Inc					
Bramaloma Inc	Inv. 0083242	01/22/2025	Inv. 0083242 - K9 Police Progr...	01-150-56000-0000-1	160.19
Vendor the round up - Bramaloma Inc Total:					160.19
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	INV BPI485092	01/22/2025	INV BPI485092 Garzoli Well Fe...	32-510-57400-0000-1	757.00
Vendor Brenntag - Brenntag Pacific Inc. Total:					757.00
Vendor: Brink's, Inc. - Brink's, Inc.					
Brink's, Inc.	INV 7143485	01/22/2025	INV 7143485 Billing Period 12...	01-130-51200-0000-1	145.59
Brink's, Inc.	INV 7143485	01/22/2025	INV 7143485 Billing Period 12...	30-500-51200-0000-1	145.60
Brink's, Inc.	INV 7143485	01/22/2025	INV 7143485 Billing Period 12...	31-505-51200-0000-1	145.60
Brink's, Inc.	INV 7143485	01/22/2025	INV 7143485 Billing Period 12...	32-510-51200-0000-1	145.60
Vendor Brink's, Inc. - Brink's, Inc. Total:					582.39
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AH31897	01/22/2025	INV AH31897 Garzoli Well Ars...	32-510-56000-0000-1	122.50
BSK ASSOCIATES	INV AH33413	01/22/2025	INV AH33413 BOD Chloride T...	30-500-56000-7820-1	280.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					402.50
Vendor: CA Department of Jus - CA Department of Justice					
CA Department of Justice	Inv. 782976	12/30/2024	Inv. 782976 Live Scan - PD	01-150-56000-0000-1	64.00
CA Department of Justice	Inv. 776149	01/22/2025	Inv. 769171 Live Scan - PD	01-150-56000-0000-1	51.00
CA Department of Justice	Inv. 776149	01/22/2025	Inv. 769171 Live Scan - Public...	01-180-56000-0000-1	32.00
Vendor CA Department of Jus - CA Department of Justice Total:					147.00
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 90199	12/30/2024	INV 90199 WWTP SRF Enginee...	30-500-56000-7820-1	3,154.50
Cannon Corporation	Inv No 90513	01/07/2025	Inv No 90513 - TM 7394	01-140-56000-0000-1	272.00
Cannon Corporation	INV 90010	01/13/2025	INV 90010 Professional Service...	30-500-56000-7820-1	3,796.00
Vendor Cannon - Cannon Corporation Total:					7,222.50
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4215389600	12/30/2024	INV 4215389600 Uniform Lau...	01-180-51800-0000-1	190.16
Cintas Corporation No.3	INV 4215389600	12/30/2024	INV 4215389600 Uniform Lau...	20-200-51800-0000-1	135.06
Cintas Corporation No.3	INV 4215389600	12/30/2024	INV 4215389600 Uniform Lau...	32-510-51800-0000-1	166.39
Cintas Corporation No.3	INV 4215389600	12/30/2024	INV 4215389600 Uniform Lau...	34-520-51800-0000-1	9.88
Cintas Corporation No.3	INV 4216090116	12/30/2024	INV 4216090116 Uniform Lau...	01-180-51800-0000-1	190.16
Cintas Corporation No.3	INV 4216090116	12/30/2024	INV 4216090116 Uniform Lau...	20-200-51800-0000-1	135.06
Cintas Corporation No.3	INV 4216090116	12/30/2024	INV 4216090116 Uniform Lau...	32-510-51800-0000-1	166.39
Cintas Corporation No.3	INV 4216090116	12/30/2024	INV 4216090116 Uniform Lau...	34-520-51800-0000-1	9.88
Cintas Corporation No.3	Inv. 5247839612	01/07/2025	Inv. 5247839612 - AED PD	01-150-56000-0000-1	112.57
Vendor Cintas - Cintas Corporation No.3 Total:					1,115.55

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CLA - CLIFTONLARSONALLEN LLP					
CLIFTONLARSONALLEN LLP	INV L251012050	01/13/2025	INV L251012050 Fiscal Year 23...	01-130-56050-0000-1	8,840.00
CLIFTONLARSONALLEN LLP	INV L251012050	01/13/2025	INV L251012050 Fiscal Year 23...	30-500-56050-0000-1	8,840.00
CLIFTONLARSONALLEN LLP	INV L251012050	01/13/2025	INV L251012050 Fiscal Year 23...	31-505-56050-0000-1	4,080.00
CLIFTONLARSONALLEN LLP	INV L251012050	01/13/2025	INV L251012050 Fiscal Year 23...	32-510-56050-0000-1	9,180.00
CLIFTONLARSONALLEN LLP	INV L251012050	01/13/2025	INV L251012050 Fiscal Year 23...	34-520-56050-0000-1	3,060.00
CLIFTONLARSONALLEN LLP	INV L251012051	01/13/2025	INV L251012051 Fiscal Year 23...	01-130-56050-0000-1	1,560.00
CLIFTONLARSONALLEN LLP	INV L251012051	01/13/2025	INV L251012051 Fiscal Year 23...	30-500-56050-0000-1	1,560.00
CLIFTONLARSONALLEN LLP	INV L251012051	01/13/2025	INV L251012051 Fiscal Year 23...	31-505-56050-0000-1	720.00
CLIFTONLARSONALLEN LLP	INV L251012051	01/13/2025	INV L251012051 Fiscal Year 23...	32-510-56050-0000-1	1,620.00
CLIFTONLARSONALLEN LLP	INV L251012051	01/13/2025	INV L251012051 Fiscal Year 23...	34-520-56050-0000-1	540.00
Vendor CLA - CLIFTONLARSONALLEN LLP Total:					40,000.00
Vendor: Cofer & Oberlies - Cofer & Oberlies					
Cofer & Oberlies	INV 106222	01/13/2025	INV 106222 Water Dept Servi...	32-510-56000-0000-1	150.00
Vendor Cofer & Oberlies - Cofer & Oberlies Total:					150.00
Vendor: CopWare, Inc - CopWare, Inc					
CopWare, Inc	Inv. 87050	01/13/2025	Inv. 87050 CA Peace Officers L...	01-150-56000-0000-1	705.00
Vendor CopWare, Inc - CopWare, Inc Total:					705.00
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV R955955	12/30/2024	INV R955955 Water Repair an...	32-510-56410-0000-1	693.46
Core & Main LP	INV T308301	12/30/2024	INV T308301 Water Dept. Mai...	32-510-56410-0000-1	374.12
Core & Main LP	INV V589404	12/30/2024	INV V589404 Water Dept. Wa...	32-510-57400-0000-1	3,840.42
Core & Main LP	INV V670673	12/30/2024	INV V670673 Water Dept. Wa...	32-510-57400-0000-1	3,828.93
Core & Main LP	INV V736488	12/30/2024	INV V736488 Water Dept. Wa...	32-510-57400-0000-1	2,259.72
Core & Main LP	INV V879617	12/30/2024	INV V879617 Well 6 Oiler	32-510-56410-0000-1	1,162.96
Core & Main LP	INV W029211	12/30/2024	INV W029211 Water Dept. Ma...	32-510-56410-0000-1	996.98
Core & Main LP	INV V670683	01/13/2025	INV V670683 Water Departm...	32-510-57400-0000-1	2,692.31
Core & Main LP	INV W192907	01/13/2025	INV W192907 WWTP Mainte...	30-500-56410-0000-1	81.19
Vendor Core & Main LP - Core & Main LP Total:					15,930.09
Vendor: CVSag LLC - CVSag LLC					
CVSag LLC	INV 11002357	12/30/2024	INV 11002357 WWTP Restore...	30-500-56000-7820-1	4,860.00
Vendor CVSag LLC - CVSag LLC Total:					4,860.00
Vendor: D/B/A USABBLUEBOOK - D/B/A USABBLUEBOOK					
D/B/A USABBLUEBOOK	INV0028951	01/13/2025	Order SO3587718 WWTP Ope...	30-500-57400-0000-1	116.55
Vendor D/B/A USABBLUEBOOK - D/B/A USABBLUEBOOK Total:					116.55
Vendor: Data Ticket, Inc - Data Ticket, Inc					
Data Ticket, Inc	Inv. 122024	01/22/2025	Inv. 122024 Code Enforcement..	01-165-56000-0000-1	100.00
Data Ticket, Inc	Inv. 174471	01/22/2025	Inv. 174471 - Citation Processi...	01-155-56000-0000-1	100.00
Vendor Data Ticket, Inc - Data Ticket, Inc Total:					200.00
Vendor: De Lage Landen - De Lage Landen Financial Services Inc					
De Lage Landen Financial Serv...	Inv. 589100886	01/13/2025	Inv. 589100886 1/08/2025 50...	01-150-52200-0000-1	160.26
De Lage Landen Financial Serv...	Inv. 589101363	01/13/2025	Inv. 589101363 1/08/2025 50...	01-150-52200-0000-1	117.41
Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:					277.67
Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc					
Dee Jaspar & Associates, Inc	INV 24-01139	12/30/2024	INV 24-01139 Elmo Well Proje...	32-510-52910-2313-1	2,528.00
Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:					2,528.00
Vendor: Delano Veterinary - Delano Veterinary					
Delano Veterinary	Inv. 13447	01/07/2025	Inv. 13447 - Animal Care	01-155-51150-0000-1	103.69
Vendor Delano Veterinary - Delano Veterinary Total:					103.69
Vendor: DEL-TECH - DEL-TECH					
DEL-TECH	INV 6292	12/30/2024	INV 6292 Third Quarter 2023	30-500-58200-0000-1	880.00
Vendor DEL-TECH - DEL-TECH Total:					880.00
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	INV35784274	01/13/2025	INV35784274 Dec. 2024 Mont...	32-510-58000-0000-1	1,949.50
Vendor DOM Solar - DOM Solar Lessor LTD. Total:					1,949.50

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: EDD - EDD					
EDD	INV0028795	01/09/2025	SDI - State Disability Insurance	01-22200-0000-1	100.68
EDD	INV0028796	01/09/2025	State Unemployment Insuran...	01-22250-0000-1	393.48
EDD	INV0028797	01/09/2025	Employment Training Tax	01-22275-0000-1	9.18
EDD	INV0028800	01/09/2025	SDI - State Disability Insurance	01-22200-0000-1	52.85
EDD	INV0028801	01/09/2025	State Unemployment Insuran...	01-22250-0000-1	206.61
EDD	INV0028802	01/09/2025	Employment Training Tax	01-22275-0000-1	4.80
EDD	INV0028836	01/09/2025	State Income Tax Withholding	01-22200-0000-1	5,486.54
EDD	INV0028837	01/09/2025	SDI - State Disability Insurance	01-22200-0000-1	1,302.83
EDD	INV0028838	01/09/2025	State Unemployment Insuran...	01-22250-0000-1	5,067.51
EDD	INV0028839	01/09/2025	Employment Training Tax	01-22275-0000-1	117.84
EDD	INV0028870	01/09/2025	State Income Tax Withholding	01-22200-0000-1	1,032.33
EDD	INV0028870	01/09/2025	State Income Tax Withholding	20-22200-0000-1	31.47
EDD	INV0028870	01/09/2025	State Income Tax Withholding	30-22200-0000-1	601.01
EDD	INV0028870	01/09/2025	State Income Tax Withholding	31-22200-0000-1	263.59
EDD	INV0028870	01/09/2025	State Income Tax Withholding	32-22200-0000-1	745.89
EDD	INV0028870	01/09/2025	State Income Tax Withholding	34-22200-0000-1	74.37
EDD	INV0028871	01/09/2025	SDI - State Disability Insurance	01-22200-0000-1	433.51
EDD	INV0028871	01/09/2025	SDI - State Disability Insurance	20-22200-0000-1	49.77
EDD	INV0028871	01/09/2025	SDI - State Disability Insurance	30-22200-0000-1	248.54
EDD	INV0028871	01/09/2025	SDI - State Disability Insurance	31-22200-0000-1	100.94
EDD	INV0028871	01/09/2025	SDI - State Disability Insurance	32-22200-0000-1	281.27
EDD	INV0028871	01/09/2025	SDI - State Disability Insurance	34-22200-0000-1	41.15
EDD	INV0028872	01/09/2025	State Unemployment Insuran...	01-22250-0000-1	1,693.30
EDD	INV0028872	01/09/2025	State Unemployment Insuran...	20-22250-0000-1	194.61
EDD	INV0028872	01/09/2025	State Unemployment Insuran...	30-22250-0000-1	970.22
EDD	INV0028872	01/09/2025	State Unemployment Insuran...	31-22250-0000-1	393.35
EDD	INV0028872	01/09/2025	State Unemployment Insuran...	32-22250-0000-1	1,098.51
EDD	INV0028872	01/09/2025	State Unemployment Insuran...	34-22250-0000-1	160.85
EDD	INV0028873	01/09/2025	Employment Training Tax	01-22275-0000-1	39.44
EDD	INV0028873	01/09/2025	Employment Training Tax	20-22275-0000-1	4.53
EDD	INV0028873	01/09/2025	Employment Training Tax	30-22275-0000-1	22.60
EDD	INV0028873	01/09/2025	Employment Training Tax	31-22275-0000-1	9.20
EDD	INV0028873	01/09/2025	Employment Training Tax	32-22275-0000-1	25.39
EDD	INV0028873	01/09/2025	Employment Training Tax	34-22275-0000-1	3.74
EDD	INV0028990	01/23/2025	State Income Tax Withholding	01-22200-0000-1	3,368.57
EDD	INV0028991	01/23/2025	SDI - State Disability Insurance	01-22200-0000-1	942.00
EDD	INV0028992	01/23/2025	State Unemployment Insuran...	01-22250-0000-1	1,687.92
EDD	INV0028993	01/23/2025	Employment Training Tax	01-22275-0000-1	39.29
EDD	INV0029024	01/23/2025	State Income Tax Withholding	01-22200-0000-1	1,034.07
EDD	INV0029024	01/23/2025	State Income Tax Withholding	20-22200-0000-1	33.28
EDD	INV0029024	01/23/2025	State Income Tax Withholding	30-22200-0000-1	590.26
EDD	INV0029024	01/23/2025	State Income Tax Withholding	31-22200-0000-1	251.08
EDD	INV0029024	01/23/2025	State Income Tax Withholding	32-22200-0000-1	588.04
EDD	INV0029024	01/23/2025	State Income Tax Withholding	34-22200-0000-1	52.98
EDD	INV0029025	01/23/2025	SDI - State Disability Insurance	01-22200-0000-1	428.78
EDD	INV0029025	01/23/2025	SDI - State Disability Insurance	20-22200-0000-1	53.98
EDD	INV0029025	01/23/2025	SDI - State Disability Insurance	30-22200-0000-1	254.23
EDD	INV0029025	01/23/2025	SDI - State Disability Insurance	31-22200-0000-1	96.82
EDD	INV0029025	01/23/2025	SDI - State Disability Insurance	32-22200-0000-1	243.43
EDD	INV0029025	01/23/2025	SDI - State Disability Insurance	34-22200-0000-1	30.57
EDD	INV0029026	01/23/2025	State Unemployment Insuran...	01-22250-0000-1	1,520.54
EDD	INV0029026	01/23/2025	State Unemployment Insuran...	20-22250-0000-1	211.06
EDD	INV0029026	01/23/2025	State Unemployment Insuran...	30-22250-0000-1	869.21
EDD	INV0029026	01/23/2025	State Unemployment Insuran...	31-22250-0000-1	271.74
EDD	INV0029026	01/23/2025	State Unemployment Insuran...	32-22250-0000-1	827.39
EDD	INV0029026	01/23/2025	State Unemployment Insuran...	34-22250-0000-1	119.52
EDD	INV0029027	01/23/2025	Employment Training Tax	01-22275-0000-1	35.40
EDD	INV0029027	01/23/2025	Employment Training Tax	20-22275-0000-1	4.92
EDD	INV0029027	01/23/2025	Employment Training Tax	30-22275-0000-1	20.23

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0029027	01/23/2025	Employment Training Tax	31-22275-0000-1	6.33
EDD	INV0029027	01/23/2025	Employment Training Tax	32-22275-0000-1	19.17
EDD	INV0029027	01/23/2025	Employment Training Tax	34-22275-0000-1	2.78
EDD	INV0029033	01/23/2025	State Income Tax Withholding	01-22200-0000-1	2.11
EDD	INV0029033	01/23/2025	State Income Tax Withholding	34-22200-0000-1	10.07
EDD	INV0029034	01/23/2025	SDI - State Disability Insurance	01-22200-0000-1	10.76
EDD	INV0029034	01/23/2025	SDI - State Disability Insurance	34-22200-0000-1	11.93
EDD	INV0029035	01/23/2025	State Unemployment Insuran...	01-22250-0000-1	42.06
EDD	INV0029035	01/23/2025	State Unemployment Insuran...	34-22250-0000-1	46.64
EDD	INV0029036	01/23/2025	Employment Training Tax	01-22275-0000-1	0.98
EDD	INV0029036	01/23/2025	Employment Training Tax	34-22275-0000-1	1.08
EDD	INV0029042	01/23/2025	State Income Tax Withholding	01-22200-0000-1	214.34
EDD	INV0029043	01/23/2025	SDI - State Disability Insurance	01-22200-0000-1	65.18
EDD	INV0029044	01/23/2025	State Unemployment Insuran...	01-22250-0000-1	41.62
EDD	INV0029045	01/23/2025	Employment Training Tax	01-22275-0000-1	0.97
Vendor EDD - EDD Total:					35,313.23

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	INV0028793	01/09/2025	Federal Income Tax Withholdi...	01-22050-0000-1	42.31
Electronic Federal Tax Paymen...	INV0028794	01/09/2025	Social Security	01-22100-0000-1	1,134.60
Electronic Federal Tax Paymen...	INV0028798	01/09/2025	Medicare	01-22150-0000-1	265.32
Electronic Federal Tax Paymen...	INV0028799	01/09/2025	Social Security	01-22100-0000-1	595.80
Electronic Federal Tax Paymen...	INV0028803	01/09/2025	Medicare	01-22150-0000-1	139.34
Electronic Federal Tax Paymen...	INV0028834	01/09/2025	Federal Income Tax Withholdi...	01-22050-0000-1	9,554.57
Electronic Federal Tax Paymen...	INV0028835	01/09/2025	Social Security	01-22100-0000-1	14,785.70
Electronic Federal Tax Paymen...	INV0028840	01/09/2025	Medicare	01-22150-0000-1	3,457.94
Electronic Federal Tax Paymen...	INV0028868	01/09/2025	Federal Income Tax Withholdi...	01-22050-0000-1	2,563.44
Electronic Federal Tax Paymen...	INV0028868	01/09/2025	Federal Income Tax Withholdi...	20-22050-0000-1	106.01
Electronic Federal Tax Paymen...	INV0028868	01/09/2025	Federal Income Tax Withholdi...	30-22050-0000-1	1,252.92
Electronic Federal Tax Paymen...	INV0028868	01/09/2025	Federal Income Tax Withholdi...	31-22050-0000-1	557.89
Electronic Federal Tax Paymen...	INV0028868	01/09/2025	Federal Income Tax Withholdi...	32-22050-0000-1	1,589.98
Electronic Federal Tax Paymen...	INV0028868	01/09/2025	Federal Income Tax Withholdi...	34-22050-0000-1	247.99
Electronic Federal Tax Paymen...	INV0028869	01/09/2025	Social Security	01-22100-0000-1	4,886.70
Electronic Federal Tax Paymen...	INV0028869	01/09/2025	Social Security	20-22100-0000-1	561.18
Electronic Federal Tax Paymen...	INV0028869	01/09/2025	Social Security	30-22100-0000-1	2,801.48
Electronic Federal Tax Paymen...	INV0028869	01/09/2025	Social Security	31-22100-0000-1	1,137.88
Electronic Federal Tax Paymen...	INV0028869	01/09/2025	Social Security	32-22100-0000-1	3,171.22
Electronic Federal Tax Paymen...	INV0028869	01/09/2025	Social Security	34-22100-0000-1	463.86
Electronic Federal Tax Paymen...	INV0028874	01/09/2025	Medicare	01-22150-0000-1	1,142.94
Electronic Federal Tax Paymen...	INV0028874	01/09/2025	Medicare	20-22150-0000-1	131.22
Electronic Federal Tax Paymen...	INV0028874	01/09/2025	Medicare	30-22150-0000-1	655.32
Electronic Federal Tax Paymen...	INV0028874	01/09/2025	Medicare	31-22150-0000-1	266.18
Electronic Federal Tax Paymen...	INV0028874	01/09/2025	Medicare	32-22150-0000-1	741.44
Electronic Federal Tax Paymen...	INV0028874	01/09/2025	Medicare	34-22150-0000-1	108.48
Electronic Federal Tax Paymen...	INV0028988	01/23/2025	Federal Income Tax Withholdi...	01-22050-0000-1	7,205.70
Electronic Federal Tax Paymen...	INV0028989	01/23/2025	Social Security	01-22100-0000-1	10,619.10
Electronic Federal Tax Paymen...	INV0028994	01/23/2025	Medicare	01-22150-0000-1	2,483.48
Electronic Federal Tax Paymen...	INV0029022	01/23/2025	Federal Income Tax Withholdi...	01-22050-0000-1	2,261.19
Electronic Federal Tax Paymen...	INV0029022	01/23/2025	Federal Income Tax Withholdi...	20-22050-0000-1	105.48
Electronic Federal Tax Paymen...	INV0029022	01/23/2025	Federal Income Tax Withholdi...	30-22050-0000-1	1,332.33
Electronic Federal Tax Paymen...	INV0029022	01/23/2025	Federal Income Tax Withholdi...	31-22050-0000-1	532.56
Electronic Federal Tax Paymen...	INV0029022	01/23/2025	Federal Income Tax Withholdi...	32-22050-0000-1	1,204.06
Electronic Federal Tax Paymen...	INV0029022	01/23/2025	Federal Income Tax Withholdi...	34-22050-0000-1	142.44
Electronic Federal Tax Paymen...	INV0029023	01/23/2025	Social Security	01-22100-0000-1	4,832.72
Electronic Federal Tax Paymen...	INV0029023	01/23/2025	Social Security	20-22100-0000-1	608.66
Electronic Federal Tax Paymen...	INV0029023	01/23/2025	Social Security	30-22100-0000-1	2,865.82
Electronic Federal Tax Paymen...	INV0029023	01/23/2025	Social Security	31-22100-0000-1	1,091.24
Electronic Federal Tax Paymen...	INV0029023	01/23/2025	Social Security	32-22100-0000-1	2,744.92
Electronic Federal Tax Paymen...	INV0029023	01/23/2025	Social Security	34-22100-0000-1	344.64
Electronic Federal Tax Paymen...	INV0029028	01/23/2025	Medicare	01-22150-0000-1	1,130.34
Electronic Federal Tax Paymen...	INV0029028	01/23/2025	Medicare	20-22150-0000-1	142.38

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0029028	01/23/2025	Medicare	30-22150-0000-1	670.24
Electronic Federal Tax Paymen...	INV0029028	01/23/2025	Medicare	31-22150-0000-1	255.24
Electronic Federal Tax Paymen...	INV0029028	01/23/2025	Medicare	32-22150-0000-1	641.82
Electronic Federal Tax Paymen...	INV0029028	01/23/2025	Medicare	34-22150-0000-1	80.62
Electronic Federal Tax Paymen...	INV0029031	01/23/2025	Federal Income Tax Withholdi...	34-22050-0000-1	34.23
Electronic Federal Tax Paymen...	INV0029032	01/23/2025	Social Security	01-22100-0000-1	121.28
Electronic Federal Tax Paymen...	INV0029032	01/23/2025	Social Security	34-22100-0000-1	134.50
Electronic Federal Tax Paymen...	INV0029037	01/23/2025	Medicare	01-22150-0000-1	28.36
Electronic Federal Tax Paymen...	INV0029037	01/23/2025	Medicare	34-22150-0000-1	31.46
Electronic Federal Tax Paymen...	INV0029040	01/23/2025	Federal Income Tax Withholdi...	01-22050-0000-1	546.46
Electronic Federal Tax Paymen...	INV0029041	01/23/2025	Social Security	01-22100-0000-1	734.74
Electronic Federal Tax Paymen...	INV0029046	01/23/2025	Medicare	01-22150-0000-1	171.84
Vendor EFTPS - Electronic Federal Tax Payment System Total:					95,459.56
Vendor: ultrex managemen - Flex Print Intermediate LLC					
Flex Print Intermediate LLC	Inv. 4247530	12/30/2024	Inv. 4247530-CAL CN29305-01...	01-150-52200-0000-1	198.17
Flex Print Intermediate LLC	Inv. 4269240	01/13/2025	Inv. 4269240-CAL CN29305-01...	01-150-52200-0000-1	162.05
Flex Print Intermediate LLC	Inv. 4267839	01/22/2025	Inv. 4267839-CAL CN29305-01...	01-150-55600-0000-1	15.00
Vendor ultrex managemen - Flex Print Intermediate LLC Total:					375.22
Vendor: Fred C. Gilbert - Fred C. Gilbert					
Fred C. Gilbert	INV 312644	12/30/2024	INV 312644 Water Dept. Pump...	32-510-57400-0000-1	2,439.74
Vendor Fred C. Gilbert - Fred C. Gilbert Total:					2,439.74
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	INV0028939	01/13/2025	Frontier Jan 25 66179233910...	30-500-57800-0000-1	257.46
Frontier California Inc.	INV0028940	01/13/2025	Frontier Jan 25 66179234370...	01-185-57800-0000-1	115.65
Frontier California Inc.	INV0028941	01/13/2025	Frontier Jan 25 53019821940...	32-510-57800-0000-1	29.06
Frontier California Inc.	INV0028942	01/13/2025	Frontier January 27 6617920...	01-150-57800-0000-1	284.29
Vendor Frontier - Frontier California Inc. Total:					686.46
Vendor: Jason E Furgason - Furgason Electric Inc					
Furgason Electric Inc	INV 308-1	12/30/2024	INV 308-1 San Juan Lift Station	30-500-56410-7820-1	400.00
Furgason Electric Inc	INV 5267-1	12/30/2024	INV 5267-1 WWTP Motors at ...	30-500-56000-7820-1	1,138.57
Vendor Jason E Furgason - Furgason Electric Inc Total:					1,538.57
Vendor: GIS Benefits - GIS Benefits INC					
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-110-50550-0000-1	104.29
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-110-50700-0000-1	32.16
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-111-50550-0000-1	20.68
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-111-50700-0000-1	2.16
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-112-50550-0000-1	41.72
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-112-50700-0000-1	1.35
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-115-50550-0000-1	100.10
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-115-50700-0000-1	13.07
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-140-50550-0000-1	272.59
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-140-50700-0000-1	19.16
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-150-50550-0000-1	2,233.75
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-150-50700-0000-1	717.36
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-155-50550-0000-1	273.06
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-155-50700-0000-1	91.26
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-160-50550-0000-1	40.73
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-160-50700-0000-1	32.72
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-165-50550-0000-1	207.60
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-165-50700-0000-1	33.60
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-175-50550-0000-1	50.13
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-175-50700-0000-1	2.97
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-180-50550-0000-1	450.69
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-180-50700-0000-1	90.12
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-190-50550-0000-1	100.26
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	01-190-50700-0000-1	27.11
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	20-200-50550-0000-1	268.63
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	20-200-50700-0000-1	65.88
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	30-500-50550-0000-1	806.61

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	30-500-50700-0000-1	122.12
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	31-505-50550-0000-1	353.13
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	31-505-50700-0000-1	46.96
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	32-510-50550-0000-1	809.24
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	32-510-50700-0000-1	105.90
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	34-520-50550-0000-1	-47.87
GIS Benefits INC	INV0029052	01/10/2025	GIS Benefits December 2024	34-520-50700-0000-1	52.36

Vendor GIS Benefits - GIS Benefits INC Total: 7,541.60

Vendor: gotocom - GoTo Communications Inc

GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-105-57800-0000-1	9.17
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-110-57800-0000-1	28.72
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-115-57800-0000-1	32.13
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-140-57800-0000-1	32.13
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-150-57800-0000-1	275.71
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-155-57800-0000-1	9.17
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-160-57800-0000-1	9.17
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-165-57800-0000-1	25.93
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-175-57800-0000-1	32.13
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	01-180-57800-0000-1	38.33
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	20-200-57800-0000-1	0.70
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	30-500-57800-0000-1	163.79
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	31-505-57800-0000-1	67.75
GoTo Communications Inc	INV 7103506040	01/15/2025	INV 7103506040 GoTo Month...	32-510-57800-0000-1	148.25

Vendor gotocom - GoTo Communications Inc Total: 873.08

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 851547	12/30/2024	INV 851547 Water Dept. Mast...	32-510-57400-0000-1	551.75
Granite Auto Parts Inc	INV 851763	12/30/2024	INV 851763 WWTP Maintena...	30-500-56410-0000-1	205.43
Granite Auto Parts Inc	INV 851835	12/30/2024	INV 851835 WWTP Safety Equ...	30-500-56800-0000-1	311.74
Granite Auto Parts Inc	INV 851836	12/30/2024	INV 851836 WWTP Repair and...	30-500-56410-0000-1	528.26
Granite Auto Parts Inc	INV 851881	12/30/2024	INV 851881 Adapter	01-180-56410-0000-1	4.29
Granite Auto Parts Inc	INV 851915	12/30/2024	INV 851915 LLMD Maintenan...	20-200-56700-0000-1	43.19
Granite Auto Parts Inc	INV 852017	12/30/2024	INV 852017 Water Dept. Repa...	32-510-56410-0000-1	259.99
Granite Auto Parts Inc	INV 852029	12/30/2024	INV 852029 Water Dept. Main...	32-510-56410-0000-1	31.36
Granite Auto Parts Inc	INV 852031	12/30/2024	INV 852031 Water Dept. Tubi...	32-510-56410-0000-1	6.16
Granite Auto Parts Inc	INV 852081	12/30/2024	INV 852081 Streets Dept. Ope...	01-180-57400-0000-1	50.43
Granite Auto Parts Inc	INV 852089	12/30/2024	INV 852089 Food Truck Park T...	01-190-56400-0000-1	22.54
Granite Auto Parts Inc	Inv. 852106	12/30/2024	Inv. 852106 Animal Shelter - ...	01-155-57400-0000-1	43.29
Granite Auto Parts Inc	INV 852090	01/22/2025	INV 852090 Water Dept. Main...	32-510-56410-0000-1	273.97
Granite Auto Parts Inc	INV 852213	01/22/2025	INV 852213 Streets Dept. Drill...	01-180-57400-0000-1	34.63
Granite Auto Parts Inc	INV 852269	01/22/2025	INV 852269 WWTP Oil Changes	30-500-56410-0000-1	163.34
Granite Auto Parts Inc	INV 852349	01/22/2025	INV 852349 WWTP Tool Com...	30-500-56410-0000-1	454.64
Granite Auto Parts Inc	INV 852350	01/22/2025	INV 852350 WWTP Operating ...	30-500-57400-0000-1	159.58
Granite Auto Parts Inc	INV 852369	01/22/2025	INV 852369 WWTP Wrench Set	30-500-56600-0000-1	371.29
Granite Auto Parts Inc	INV 852394	01/22/2025	INV 852394 WWTP Operating ...	30-500-57400-0000-1	336.07
Granite Auto Parts Inc	INV 852534	01/22/2025	INV 852534 Pump to Transfer ...	32-510-56410-0000-1	617.98

Vendor Granite Auto Parts I - Granite Auto Parts Inc Total: 4,469.93

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-105-54000-0000-1	2.67
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-110-54000-0000-1	13.68
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-111-54000-0000-1	2.67
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-115-54000-0000-1	2.67
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-140-54000-0000-1	4.09
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-150-54000-0000-1	1,025.65
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-155-54000-0000-1	41.04
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-160-54000-0000-1	13.68
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-165-54000-0000-1	20.44
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-175-54000-0000-1	1.42
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	01-180-54000-0000-1	164.00
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	20-200-54000-0000-1	54.72

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	30-500-54000-0000-1	102.52
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	32-510-54000-0000-1	41.04
Gregs Petroleum	Fuel INV 492269	01/13/2025	Fuel INV 492269 10/29/24	34-520-54000-0000-1	82.08
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-105-54000-0000-1	2.35
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-110-54000-0000-1	12.02
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-111-54000-0000-1	2.35
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-115-54000-0000-1	2.35
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-140-54000-0000-1	3.59
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-150-54000-0000-1	900.99
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-155-54000-0000-1	36.05
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-160-54000-0000-1	12.02
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-165-54000-0000-1	17.96
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-175-54000-0000-1	1.24
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	01-180-54000-0000-1	144.07
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	20-200-54000-0000-1	48.07
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	30-500-54000-0000-1	90.06
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	32-510-54000-0000-1	36.05
Gregs Petroleum	Fuel INV 496573	01/13/2025	Fuel INV 496573 11/19/24	34-520-54000-0000-1	72.10
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-105-54000-0000-1	3.59
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-110-54000-0000-1	18.39
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-111-54000-0000-1	3.59
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-115-54000-0000-1	3.59
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-140-54000-0000-1	5.50
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-150-54000-0000-1	1,379.20
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-155-54000-0000-1	55.18
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-160-54000-0000-1	18.39
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-165-54000-0000-1	27.49
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-175-54000-0000-1	1.90
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	01-180-54000-0000-1	220.52
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	20-200-54000-0000-1	73.58
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	30-500-54000-0000-1	137.85
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	32-510-54000-0000-1	55.18
Gregs Petroleum	Fuel INV 497365	01/13/2025	Fuel INV 497365 11/22/24	34-520-54000-0000-1	110.37
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-105-54000-0000-1	1.36
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-110-54000-0000-1	6.94
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-111-54000-0000-1	1.36
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-115-54000-0000-1	1.36
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-140-54000-0000-1	2.07
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-150-54000-0000-1	519.96
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-155-54000-0000-1	20.81
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-160-54000-0000-1	6.94
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-165-54000-0000-1	10.36
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-175-54000-0000-1	0.72
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	01-180-54000-0000-1	83.14
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	20-200-54000-0000-1	27.74
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	30-500-54000-0000-1	51.97
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	32-510-54000-0000-1	20.81
Gregs Petroleum	Fuel INV 497962	01/13/2025	Fuel INV 497962 11/26/24	34-520-54000-0000-1	41.61
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-105-54000-0000-1	2.48
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-110-54000-0000-1	12.71
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-111-54000-0000-1	2.48
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-115-54000-0000-1	2.48
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-140-54000-0000-1	3.80
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-150-54000-0000-1	953.29
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-155-54000-0000-1	38.14
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-160-54000-0000-1	12.71
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-165-54000-0000-1	19.00
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-175-54000-0000-1	1.32
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	01-180-54000-0000-1	152.42
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	20-200-54000-0000-1	50.86

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	30-500-54000-0000-1	95.28
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	32-510-54000-0000-1	38.14
Gregs Petroleum	Fuel INV 498885	01/13/2025	Fuel INV 498885 11/29/24	34-520-54000-0000-1	76.28
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-105-54000-0000-1	1.70
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-110-54000-0000-1	8.72
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-111-54000-0000-1	1.70
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-115-54000-0000-1	1.70
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-140-54000-0000-1	2.60
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-150-54000-0000-1	653.46
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-155-54000-0000-1	26.15
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-160-54000-0000-1	8.72
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-165-54000-0000-1	13.02
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-175-54000-0000-1	0.90
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	01-180-54000-0000-1	104.49
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	20-200-54000-0000-1	34.86
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	30-500-54000-0000-1	65.32
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	32-510-54000-0000-1	26.15
Gregs Petroleum	Fuel INV 499435	01/13/2025	Fuel INV 499435 12/03/24	34-520-54000-0000-1	52.29
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-105-54000-0000-1	2.65
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-110-54000-0000-1	13.58
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-111-54000-0000-1	2.65
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-115-54000-0000-1	2.65
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-140-54000-0000-1	4.06
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-150-54000-0000-1	1,018.02
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-155-54000-0000-1	40.73
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-160-54000-0000-1	13.58
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-165-54000-0000-1	20.29
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-175-54000-0000-1	1.40
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	01-180-54000-0000-1	162.78
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	20-200-54000-0000-1	54.31
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	30-500-54000-0000-1	101.76
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	32-510-54000-0000-1	40.73
Gregs Petroleum	Fuel INV 500449	01/13/2025	Fuel INV 500449 12/10/24	34-520-54000-0000-1	81.47
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-105-54000-0000-1	1.40
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-110-54000-0000-1	7.14
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-111-54000-0000-1	1.40
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-115-54000-0000-1	1.40
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-140-54000-0000-1	2.14
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-150-54000-0000-1	535.69
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-155-54000-0000-1	21.43
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-160-54000-0000-1	7.14
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-165-54000-0000-1	10.68
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-175-54000-0000-1	0.74
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	01-180-54000-0000-1	85.66
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	20-200-54000-0000-1	28.58
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	30-500-54000-0000-1	53.54
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	32-510-54000-0000-1	21.43
Gregs Petroleum	Fuel INV 501638	01/13/2025	Fuel INV 501638 12/13/24	34-520-54000-0000-1	42.87
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-105-54000-0000-1	3.42
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-110-54000-0000-1	17.51
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-111-54000-0000-1	3.42
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-115-54000-0000-1	3.42
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-140-54000-0000-1	5.23
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-150-54000-0000-1	1,312.91
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-155-54000-0000-1	52.53
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-160-54000-0000-1	17.51
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-165-54000-0000-1	26.17
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-175-54000-0000-1	1.81
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	01-180-54000-0000-1	209.93
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	20-200-54000-0000-1	70.04

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	30-500-54000-0000-1	131.23
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	32-510-54000-0000-1	52.53
Gregs Petroleum	Fuel INV 502057	01/13/2025	Fuel INV 502057 12/17/24	34-520-54000-0000-1	105.06
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-105-54000-0000-1	1.48
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-110-54000-0000-1	7.56
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-111-54000-0000-1	1.48
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-115-54000-0000-1	1.48
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-140-54000-0000-1	2.26
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-150-54000-0000-1	566.83
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-155-54000-0000-1	22.68
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-160-54000-0000-1	7.56
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-165-54000-0000-1	11.30
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-175-54000-0000-1	0.78
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	01-180-54000-0000-1	90.63
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	20-200-54000-0000-1	30.24
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	30-500-54000-0000-1	56.66
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	32-510-54000-0000-1	22.68
Gregs Petroleum	Fuel INV 502881	01/13/2025	Fuel INV 502881 12/20/24	34-520-54000-0000-1	45.36
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-105-54000-0000-1	1.41
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-110-54000-0000-1	7.19
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-111-54000-0000-1	1.41
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-115-54000-0000-1	1.41
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-140-54000-0000-1	2.15
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-150-54000-0000-1	539.47
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-155-54000-0000-1	21.58
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-160-54000-0000-1	7.19
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-165-54000-0000-1	10.75
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-175-54000-0000-1	0.74
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	01-180-54000-0000-1	86.26
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	20-200-54000-0000-1	28.78
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	30-500-54000-0000-1	53.92
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	32-510-54000-0000-1	21.58
Gregs Petroleum	Fuel INV 503466	01/13/2025	Fuel INV 503466 12/24/24	34-520-54000-0000-1	43.17
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-105-54000-0000-1	2.20
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-110-54000-0000-1	11.25
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-111-54000-0000-1	2.20
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-115-54000-0000-1	2.20
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-140-54000-0000-1	3.36
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-150-54000-0000-1	843.67
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-155-54000-0000-1	33.76
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-160-54000-0000-1	11.25
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-165-54000-0000-1	16.81
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-175-54000-0000-1	1.16
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	01-180-54000-0000-1	134.90
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	20-200-54000-0000-1	45.01
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	30-500-54000-0000-1	84.33
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	32-510-54000-0000-1	33.76
Gregs Petroleum	Fuel INV 503896	01/13/2025	Fuel INV 503896 12/27/24	34-520-54000-0000-1	67.51
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-105-54000-0000-1	2.11
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-110-54000-0000-1	10.82
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-111-54000-0000-1	2.11
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-115-54000-0000-1	2.11
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-140-54000-0000-1	3.23
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-150-54000-0000-1	810.97
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-155-54000-0000-1	32.45
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-160-54000-0000-1	10.82
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-165-54000-0000-1	16.16
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-175-54000-0000-1	1.12
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	01-180-54000-0000-1	129.67
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	20-200-54000-0000-1	43.27

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	30-500-54000-0000-1	81.06
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	32-510-54000-0000-1	32.45
Gregs Petroleum	Fuel INV 504790	01/13/2025	Fuel INV 504790 12/31/24	34-520-54000-0000-1	64.90
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-105-54000-0000-1	1.69
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-110-54000-0000-1	8.62
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-111-54000-0000-1	1.69
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-115-54000-0000-1	1.69
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-140-54000-0000-1	2.58
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-150-54000-0000-1	646.66
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-155-54000-0000-1	25.87
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-160-54000-0000-1	8.62
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-165-54000-0000-1	12.89
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-175-54000-0000-1	0.89
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	01-180-54000-0000-1	103.40
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	20-200-54000-0000-1	34.50
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	30-500-54000-0000-1	64.64
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	32-510-54000-0000-1	25.87
Gregs Petroleum	Fuel INV 505359	01/13/2025	Fuel INV 505359 1/03/25	34-520-54000-0000-1	51.75
Gregs Petroleum	Fuel INV 505680	01/13/2025	Fuel INV 505680 1/07/25	01-150-54000-0000-1	1,226.48
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-105-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-110-54000-0000-1	8.29
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-111-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-115-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-140-54000-0000-1	2.48
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-150-54000-0000-1	621.27
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-155-54000-0000-1	24.86
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-160-54000-0000-1	8.29
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-165-54000-0000-1	12.38
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-175-54000-0000-1	0.86
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	01-180-54000-0000-1	99.34
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	20-200-54000-0000-1	33.15
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	30-500-54000-0000-1	62.10
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	32-510-54000-0000-1	24.86
Gregs Petroleum	Fuel INV 506685	01/13/2025	Fuel INV 506685 1/10/25	34-520-54000-0000-1	49.72
Vendor Gregs Petroleum - Gregs Petroleum Total:					20,125.81

Vendor: Haaker Equipment Co. - Haaker Equipment Co.

Haaker Equipment Co.	INV W5A0P7	12/30/2024	INV W5A0P7 Street Sweeper	01-180-56410-0000-1	2,269.71
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					2,269.71

Vendor: HDL and Associates - Hinderliter, de Llamas & Associates

Hinderliter, de Llamas & Assoc...	HDL SIN046170	01/15/2025	HDL SIN046170 Q2/2024 Cont...	01-130-56000-0000-1	600.00
Vendor HDL and Associates - Hinderliter, de Llamas & Associates Total:					600.00

Vendor: Hodges - Hodges Law Group

Hodges Law Group	INV 00603	01/13/2025	INV 00603 Police Department ...	01-130-56100-0000-1	4,017.00
Hodges Law Group	INV 00603	01/13/2025	INV 00603 Admin Legal Servic...	01-130-56100-0000-1	1,653.00
Hodges Law Group	INV 00603	01/13/2025	INV 00603 Waste Water Legal...	01-130-56100-0000-1	1,026.00
Hodges Law Group	INV 00603	01/13/2025	INV 00603 Council Legal Servi...	01-130-56100-0000-1	893.00
Hodges Law Group	INV 00603	01/13/2025	INV 00603 True Retainer Legal...	01-130-56100-0000-1	741.00
Hodges Law Group	INV 00603	01/13/2025	INV 00603 Human Resources ...	01-130-56100-0000-1	552.50
Hodges Law Group	INV 00603	01/13/2025	INV 00603 Public Works Legal ...	01-130-56100-0000-1	282.00
Hodges Law Group	INV 00603	01/13/2025	INV 00603 Finance Departmen...	01-130-56100-0000-1	38.00
Vendor Hodges - Hodges Law Group Total:					9,202.50

Vendor: Home Depot - Home Depot

Home Depot	#H8426-183772	01/06/2025	#H8426-183772 Home Depot...	01-111-52920-0000-1	77.99
Home Depot	INV 2532259	01/06/2025	INV 2532259 Streets Dept. Re...	01-180-56500-0000-1	176.67
Home Depot	INV 2533140	12/30/2024	INV 2533140 Streets Dept. Ma...	01-180-56500-0000-1	272.34
Home Depot	INV 2974528	12/30/2024	INV 2974528 Kaboom Park Ma...	01-180-56500-0000-1	233.70
Home Depot	INV 2974679	12/30/2024	INV 2974679 PD Facility Main...	01-150-56400-0000-1	257.55
Home Depot	INV 2974693	12/30/2024	INV 2974693 Facility Mainten...	01-150-56400-0000-1	2.99
Home Depot	INV 4974465	12/30/2024	INV 4974465 WWTP Building ...	30-500-56400-0000-1	323.49

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Home Depot	INV 5094802	12/30/2024	INV 5094802 Food Truck Park ...	01-190-56400-0000-1	218.69
Home Depot	INV 6974403	12/30/2024	INV 6974403 Facilities Mainte...	01-190-57400-0000-1	38.85
Home Depot	INV 6974414	12/30/2024	INV 6974414 PD Facility Main...	01-150-56400-0000-1	34.06
Home Depot	INV 6974631	12/30/2024	INV 6974631 PD Facilities Rep...	01-150-56400-0000-1	579.07
Home Depot	INV 9974600	12/30/2024	INV 9974600 Streets Dept. Ma...	01-180-56410-0000-1	189.62
Home Depot	INV 9974747	01/02/2025	INV 9974747 Facility Mainten...	01-190-56400-0000-1	149.94
Home Depot	INV 1103189	01/13/2025	INV 1103189 Streets Repair a...	01-180-56410-0000-1	214.34
Home Depot	INV 1512183	01/13/2025	INV 1512183 Streets Dept. Ma...	01-180-56410-0000-1	221.40
Home Depot	INV 4030131	01/13/2025	INV 4030131 Water Dept Mai...	32-510-56410-0000-1	34.79
Home Depot	Inv. 5973903	01/13/2025	Inv. 5973903 Building Repairs...	01-150-56400-0000-1	75.08
Home Depot	Inv. 9524831	01/13/2025	Inv. 9524831 - Animal Shelter...	01-155-57400-0000-1	81.08
Home Depot	INV 2534108	01/22/2025	INV 2534108 Streets Dept. Op...	01-180-57400-0000-1	50.82
Home Depot	INV 2974257	01/22/2025	INV 2974957 Facilities Maint.S...	01-190-56400-0000-1	25.40
Home Depot	INV 2974267	01/22/2025	INV 2974267 Street Dept. Se...	01-180-57400-0000-1	30.28
Home Depot	INV 5973297	01/22/2025	INV 5973297 Water Dept Repa...	32-510-56410-0000-1	71.42
Home Depot	INV 5974861	01/22/2025	INV 5974861 Water Dept. Facil...	32-510-56410-0000-1	44.33
Home Depot	INV 5974865	01/22/2025	INV 5974865 Streets Dept. Fac...	01-180-56410-0000-1	97.04
Home Depot	INV 7090317	01/22/2025	INV 7090317 Streets Dept. O...	01-180-57400-0000-1	72.58
Home Depot	INV 8533523	01/22/2025	INV 8533523 Streets Dept. Op...	01-180-57400-0000-1	36.68
Home Depot	INV 8970042	01/22/2025	INV 8970042 Water Dept. Facil...	32-510-56410-0000-1	112.55
Home Depot	INV 8970043	01/22/2025	INV 8970043 Water Dept. Buil...	32-510-56410-0000-1	43.78
Home Depot	INV 8974803	01/22/2025	INV 8974803 Facilities Mainte...	01-190-56400-0000-1	140.62
Home Depot	INV 8974815	01/22/2025	INV 8974815 City Hall File Ro...	01-190-56400-0000-1	68.07
Home Depot	INV 9520660	01/22/2025	INV 9520660 Streets Dept. Op...	01-180-57400-0000-1	121.52
Vendor Home Depot - Home Depot Total:					4,096.74

Vendor: Information Technolo - Information Technology

Information Technology	Inv. 1160-08370	01/22/2025	Inv. 1160-08370 CJIS Access Li...	01-150-57800-0000-1	420.00
Vendor Information Technolo - Information Technology Total:					420.00

Vendor: INFOSEND, INC - INFOSEND, INC

INFOSEND, INC	INV277929	01/15/2025	INV277929 January 2025 Cont...	30-500-52200-0000-1	612.62
INFOSEND, INC	INV277929	01/15/2025	INV277929 January 2025 Billin...	30-500-55600-0000-1	1,336.39
INFOSEND, INC	INV277929	01/15/2025	INV277929 January 2025 Cont...	31-505-52200-0000-1	612.62
INFOSEND, INC	INV277929	01/15/2025	INV277929 January 2025 Billin...	31-505-55600-0000-1	1,336.39
INFOSEND, INC	INV277929	01/15/2025	INV277929 January 2025 Cont...	32-510-52200-0000-1	614.45
INFOSEND, INC	INV277929	01/15/2025	INV277929 January 2025 Billin...	32-510-55600-0000-1	1,340.41
Vendor INFOSEND, INC - INFOSEND, INC Total:					5,852.88

Vendor: Irrigation Concepts - Irrigation Concepts

Irrigation Concepts	INV 49555	12/30/2024	INV 49555 Wastewater Dept. ...	30-500-56000-7820-1	250.00
Irrigation Concepts	INV 49588	12/30/2024	INV 49588 WWTP New Pump ...	30-500-56000-7820-1	1,000.00
Irrigation Concepts	INV 49554	01/13/2025	INV 49554 San Juan and Perki...	30-500-56000-7820-1	1,255.00
Vendor Irrigation Concepts - Irrigation Concepts Total:					2,505.00

Vendor: mun200 - Jaime Munoz

Jaime Munoz	INV0028929	01/06/2025	Jaime Munoz UPS and Notary ...	34-520-56000-0000-1	72.00
Vendor mun200 - Jaime Munoz Total:					72.00

Vendor: Jim Burke - Jim Burke

Jim Burke	Inv. 268339	12/30/2024	Inv. 268339 Unit 40 Oil Change...	01-150-56600-0000-1	98.47
Jim Burke	Inv.766683C	12/30/2024	Inv.766683C Unit 46 Oil Chan...	01-150-56600-0000-1	228.58
Jim Burke	Inv. 268990	01/13/2025	Inv. 268990 Unit 38 Animal C...	01-155-56600-0000-1	864.54
Vendor Jim Burke - Jim Burke Total:					1,191.59

Vendor: John Hancock - John Hancock

John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-105-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-110-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-111-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-112-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-115-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-140-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-150-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-155-50400-0000-1	96.61

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-160-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-165-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-175-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-180-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	01-190-50400-0000-1	96.61
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	20-200-50400-0000-1	96.62
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	30-500-50400-0000-1	96.62
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	31-505-50400-0000-1	96.62
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	32-510-50400-0000-1	96.62
John Hancock	INV0028928	01/07/2025	John Hancock Quarterly Paym...	34-520-50400-0000-1	96.62
John Hancock	INV0028804	01/09/2025	401K - Employer	01-20800-0000-1	4,569.86
John Hancock	INV0028805	01/09/2025	401K - Employee	01-20800-0000-1	4,234.86
John Hancock	INV0028813	01/09/2025	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0028814	01/09/2025	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0028815	01/09/2025	401K Loan 1	01-20800-0000-1	159.86
John Hancock	INV0028816	01/09/2025	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0028817	01/09/2025	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0028818	01/09/2025	401K Loan 1	01-20800-0000-1	107.12
John Hancock	INV0028819	01/09/2025	401K Loan 2	01-20800-0000-1	117.75
John Hancock	INV0028820	01/09/2025	401k Contribution	01-20800-0000-1	312.75
John Hancock	INV0028821	01/09/2025	401k Contribution	01-20800-0000-1	354.67
John Hancock	INV0028822	01/09/2025	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0028823	01/09/2025	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0028824	01/09/2025	401k Contribution	01-20800-0000-1	265.76
John Hancock	INV0028825	01/09/2025	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0028826	01/09/2025	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0028827	01/09/2025	401k Contribution	01-20800-0000-1	286.08
John Hancock	INV0028828	01/09/2025	401k Contribution	01-20800-0000-1	806.15
John Hancock	INV0028829	01/09/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028830	01/09/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028831	01/09/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028832	01/09/2025	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028841	01/09/2025	401K - Employer	01-20800-0000-1	2,621.33
John Hancock	INV0028841	01/09/2025	401K - Employer	20-20800-0000-1	129.75
John Hancock	INV0028841	01/09/2025	401K - Employer	30-20800-0000-1	1,909.29
John Hancock	INV0028841	01/09/2025	401K - Employer	31-20800-0000-1	856.12
John Hancock	INV0028841	01/09/2025	401K - Employer	32-20800-0000-1	1,982.00
John Hancock	INV0028841	01/09/2025	401K - Employer	34-20800-0000-1	154.06
John Hancock	INV0028842	01/09/2025	401K - Employee	01-20800-0000-1	585.07
John Hancock	INV0028842	01/09/2025	401K - Employee	20-20800-0000-1	98.64
John Hancock	INV0028842	01/09/2025	401K - Employee	30-20800-0000-1	496.64
John Hancock	INV0028842	01/09/2025	401K - Employee	31-20800-0000-1	275.94
John Hancock	INV0028842	01/09/2025	401K - Employee	32-20800-0000-1	707.79
John Hancock	INV0028843	01/09/2025	401K - Employer	20-20800-0000-1	311.50
John Hancock	INV0028850	01/09/2025	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0028850	01/09/2025	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0028850	01/09/2025	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0028851	01/09/2025	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0028852	01/09/2025	401K Loan 4	34-20800-0000-1	116.83
John Hancock	INV0028853	01/09/2025	401K Loan 4	01-20800-0000-1	145.50
John Hancock	INV0028853	01/09/2025	401K Loan 4	20-20800-0000-1	4.50
John Hancock	INV0028854	01/09/2025	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0028854	01/09/2025	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0028855	01/09/2025	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0028856	01/09/2025	401k Contribution	01-20800-0000-1	497.65
John Hancock	INV0028857	01/09/2025	401k Contribution	01-20800-0000-1	236.76
John Hancock	INV0028857	01/09/2025	401k Contribution	20-20800-0000-1	7.32
John Hancock	INV0028858	01/09/2025	401k Contribution	01-20800-0000-1	128.86
John Hancock	INV0028858	01/09/2025	401k Contribution	30-20800-0000-1	193.27
John Hancock	INV0028858	01/09/2025	401k Contribution	32-20800-0000-1	193.26

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0028859	01/09/2025	401k Contribution	34-20800-0000-1	297.12
John Hancock	INV0028860	01/09/2025	401k Contribution	01-20800-0000-1	242.83
John Hancock	INV0028964	01/23/2025	401K - Employer	01-20800-0000-1	4,476.58
John Hancock	INV0028965	01/23/2025	401K - Employee	01-20800-0000-1	3,057.19
John Hancock	INV0028972	01/23/2025	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0028973	01/23/2025	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0028974	01/23/2025	401K Loan 1	01-20800-0000-1	159.86
John Hancock	INV0028975	01/23/2025	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0028976	01/23/2025	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0028977	01/23/2025	401K Loan 1	01-20800-0000-1	107.12
John Hancock	INV0028978	01/23/2025	401K Loan 2	01-20800-0000-1	117.75
John Hancock	INV0028979	01/23/2025	401k Contribution	01-20800-0000-1	312.75
John Hancock	INV0028980	01/23/2025	401k Contribution	01-20800-0000-1	370.12
John Hancock	INV0028981	01/23/2025	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0028982	01/23/2025	401k Contribution	01-20800-0000-1	254.97
John Hancock	INV0028983	01/23/2025	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0028984	01/23/2025	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0028985	01/23/2025	401k Contribution	01-20800-0000-1	276.78
John Hancock	INV0028986	01/23/2025	401k Contribution	01-20800-0000-1	805.10
John Hancock	INV0028995	01/23/2025	401K - Employer	01-20800-0000-1	2,605.55
John Hancock	INV0028995	01/23/2025	401K - Employer	20-20800-0000-1	129.75
John Hancock	INV0028995	01/23/2025	401K - Employer	30-20800-0000-1	1,906.25
John Hancock	INV0028995	01/23/2025	401K - Employer	31-20800-0000-1	854.23
John Hancock	INV0028995	01/23/2025	401K - Employer	32-20800-0000-1	1,818.67
John Hancock	INV0028995	01/23/2025	401K - Employer	34-20800-0000-1	160.40
John Hancock	INV0028996	01/23/2025	401K - Employee	01-20800-0000-1	571.39
John Hancock	INV0028996	01/23/2025	401K - Employee	20-20800-0000-1	111.73
John Hancock	INV0028996	01/23/2025	401K - Employee	30-20800-0000-1	513.87
John Hancock	INV0028996	01/23/2025	401K - Employee	31-20800-0000-1	268.05
John Hancock	INV0028996	01/23/2025	401K - Employee	32-20800-0000-1	532.77
John Hancock	INV0028997	01/23/2025	401K - Employer	20-20800-0000-1	310.49
John Hancock	INV0029004	01/23/2025	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0029004	01/23/2025	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0029004	01/23/2025	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0029005	01/23/2025	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0029006	01/23/2025	401K Loan 4	34-20800-0000-1	116.83
John Hancock	INV0029007	01/23/2025	401K Loan 4	01-20800-0000-1	145.49
John Hancock	INV0029007	01/23/2025	401K Loan 4	20-20800-0000-1	4.51
John Hancock	INV0029008	01/23/2025	401K Loan 4	01-20800-0000-1	51.08
John Hancock	INV0029008	01/23/2025	401K Loan 4	20-20800-0000-1	1.57
John Hancock	INV0029009	01/23/2025	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0029010	01/23/2025	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0029011	01/23/2025	401k Contribution	01-20800-0000-1	236.76
John Hancock	INV0029011	01/23/2025	401k Contribution	20-20800-0000-1	7.32
John Hancock	INV0029012	01/23/2025	401k Contribution	01-20800-0000-1	128.85
John Hancock	INV0029012	01/23/2025	401k Contribution	30-20800-0000-1	193.27
John Hancock	INV0029012	01/23/2025	401k Contribution	32-20800-0000-1	193.27
John Hancock	INV0029013	01/23/2025	401k Contribution	34-20800-0000-1	209.29
John Hancock	INV0029014	01/23/2025	401k Contribution	01-20800-0000-1	244.08
John Hancock	INV0029029	01/23/2025	401K - Employer	01-20800-0000-1	97.81
John Hancock	INV0029030	01/23/2025	401k Contribution	34-20800-0000-1	108.46
John Hancock	INV0029038	01/23/2025	401K - Employer	01-20800-0000-1	204.26
John Hancock	INV0029039	01/23/2025	401k Contribution	01-20800-0000-1	198.61

Vendor John Hancock - John Hancock Total: 53,677.79

Vendor: Jonathan Arceo - Jonathan Arceo

Jonathan Arceo	INV0028953	01/13/2025	J. Arceo Tuition Reimburseme...	01-115-55150-0000-1	2,271.00
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Vendor Jonathan Arceo - Jonathan Arceo Total: 2,271.00

Vendor: Jose Hernandez - Jose L Hernandez

Jose L Hernandez	INV0028938	01/13/2025	Veteran's Hall Refund 01.24.25	01-185-42350-0000-1	375.00
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Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Jose L Hernandez	INV0028938	01/13/2025	Deposit Refund	01-24000-0000-1	350.00
Vendor Jose Hernandez - Jose L Hernandez Total:					725.00
Vendor: J's Plumbing, LLC. - J's Plumbing					
J's Plumbing	INV 143	01/22/2025	INV 143 Sewer Drain Cleaning	01-185-56400-0000-1	220.00
J's Plumbing	Inv. 231	01/22/2025	Inv. 231 Police Dept - Toilet Le...	01-150-56400-0000-1	159.39
Vendor J's Plumbing, LLC. - J's Plumbing Total:					379.39
Vendor: Juan Alatorre - Juan Alatorre					
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-105-56000-0000-1	25.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-110-56000-0000-1	50.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-115-56000-0000-1	175.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-150-56000-0000-1	175.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-155-56000-0000-1	25.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-175-56000-0000-1	25.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	01-180-56000-0000-1	25.00
Juan Alatorre	Inv. 240	01/13/2025	Inv. 240 Professional Pictures --	32-510-56000-0000-1	25.00
Vendor Juan Alatorre - Juan Alatorre Total:					525.00
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	INV0028955	01/13/2025	December 2024 Gate Fees	31-505-52800-0000-1	5,603.93
Vendor K.C. Waste - K.C. Waste Total:					5,603.93
Vendor: Kenneth Muller - Kenneth Muller					
Kenneth Muller	INV0028931	01/02/2025	Lodging Reimbursement - Best..	01-150-55200-0000-1	130.61
Vendor Kenneth Muller - Kenneth Muller Total:					130.61
Vendor: Kern County Fire - Kern County Fire					
Kern County Fire	INV 25-000188	01/13/2025	INV 25-000188 3rd Quarter (F...	01-130-58900-0000-1	239,129.25
Vendor Kern County Fire - Kern County Fire Total:					239,129.25
Vendor: KOEFRAN - Koefran Industries, Inc.					
Koefran Industries, Inc.	Inv. 0000635349	01/13/2025	Inv. 0000635349 Monthly Serv..	01-155-51100-0000-1	220.50
Vendor KOEFRAN - Koefran Industries, Inc. Total:					220.50
Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC					
KRC SAFETY CO INC	INV 66746	01/13/2025	INV 66746 Beacon 5th and Ro...	25-000-52960-2506-1	8,608.23
Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total:					8,608.23
Vendor: Leaf - LEAF Capital Funding LLC					
LEAF Capital Funding LLC	INV 17703708	01/13/2025	INV 17703708 Xerox C8155 M...	01-130-52200-0000-1	400.53
Vendor Leaf - LEAF Capital Funding LLC Total:					400.53
Vendor: League of California - League of California Cities SSJVD					
League of California Cities SSJ...	INV 8182	01/22/2025	INV 8182 Valley Division Mem...	01-110-53200-0000-1	43.40
League of California Cities SSJ...	INV 8182	01/22/2025	INV 8182 Valley Division Mem...	30-500-53200-0000-1	74.87
League of California Cities SSJ...	INV 8182	01/22/2025	INV 8182 Valley Division Mem...	32-510-53200-0000-1	55.33
Vendor League of California - League of California Cities SSJVD Total:					173.60
Vendor: Mariana Sanchez - Mariana Sanchez					
Mariana Sanchez	INV0028961	01/22/2025	Translation Services-Mariana ...	01-105-52200-0000-1	225.00
Vendor Mariana Sanchez - Mariana Sanchez Total:					225.00
Vendor: Matthew James M - Matthew James Munro					
Matthew James Munro	INV0028962	01/22/2025	INV #2026 Media Arts	01-105-52200-0000-1	450.00
Vendor Matthew James M - Matthew James Munro Total:					450.00
Vendor: Mayra Ambriz - Mayra Ambriz					
Mayra Ambriz	INV0028963	01/22/2025	Rental Deposit Return Mayra ...	01-24000-0000-1	350.00
Vendor Mayra Ambriz - Mayra Ambriz Total:					350.00
Vendor: McFarland POA - McFarland Police Officers Association					
McFarland Police Officers Ass...	CM0000487	11/14/2024	Association Dues	01-20200-0000-1	-60.00
McFarland Police Officers Ass...	INV0028437	11/14/2024	Association Dues	01-20200-0000-1	60.00
McFarland Police Officers Ass...	INV0028811	01/09/2025	Association Dues	01-20200-0000-1	960.00
McFarland Police Officers Ass...	INV0028971	01/23/2025	Association Dues	01-20200-0000-1	960.00
Vendor McFarland POA - McFarland Police Officers Association Total:					1,920.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	Inv. 36556	01/13/2025	Inv. 36556 ACO Ford Truck Flat..	01-155-56600-0000-1	20.00

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
McFarland Tire	INV 36629	01/22/2025	INV 36629 Streets Dept. Fix Fl...	01-180-56410-0000-1	30.00
Vendor McFarland Tire - McFarland Tire Total:					50.00

Vendor: hig400 - Michael Hightower

Michael Hightower	INV0028932	12/30/2024	Highwater Water Cert Tuition ...	32-510-53250-0000-1	188.95
Vendor hig400 - Michael Hightower Total:					188.95

Vendor: Office Depot - Office Depot

Office Depot	INV 393844970001	12/30/2024	INV 393844970001 PW Office ...	01-180-57200-0000-1	30.29
Office Depot	INV 403262821001	01/13/2025	INV 403262821001 Deskpads R...	01-115-57200-0000-1	9.43
Office Depot	INV 403262821001	01/13/2025	INV 403262821001 Deskpads R...	30-500-57200-0000-1	9.44
Office Depot	INV 403262821001	01/13/2025	INV 403262821001 Deskpads R...	31-505-57200-0000-1	9.44
Office Depot	INV 403262821001	01/13/2025	INV 403262821001 Deskpads R...	32-510-57200-0000-1	9.44
Office Depot	INV 403382946001	01/13/2025	INV 403382946001 City Hall S...	01-115-57200-0000-1	30.26
Office Depot	INV 403382946001	01/13/2025	INV 403382946001 City Hall S...	30-500-57200-0000-1	30.28
Office Depot	INV 403382946001	01/13/2025	INV 403382946001 City Hall S...	31-505-57200-0000-1	30.28
Office Depot	INV 403382946001	01/13/2025	INV 403382946001 City Hall S...	32-510-57200-0000-1	30.28
Office Depot	Inv. 400693688001	01/22/2025	Inv. 400693688001 PD Office ...	01-150-57200-0000-1	6.43
Office Depot	Inv. 404398954001	01/22/2025	Inv. 404398954001 PD Office ...	01-150-57200-0000-1	100.33
Vendor Office Depot - Office Depot Total:					295.90

Vendor: Preferred Alliance - Preferred Alliance

Preferred Alliance	INV 0200531-IN	01/13/2025	INV 0200531-IN Annual Fees ...	34-520-53200-0000-1	195.24
Vendor Preferred Alliance - Preferred Alliance Total:					195.24

Vendor: Pre-Paid Legal - Pre-Paid Legal

Pre-Paid Legal	INV0028812	01/09/2025	Pre-Paid Legal	01-22500-0000-1	24.90
Vendor Pre-Paid Legal - Pre-Paid Legal Total:					24.90

Vendor: Principal Life - Principal Life Insurance Company

Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-110-50550-0000-1	96.41
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-110-50700-0000-1	23.14
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-111-50550-0000-1	17.62
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-111-50700-0000-1	3.18
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-112-50550-0000-1	38.57
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-112-50700-0000-1	1.46
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-115-50550-0000-1	95.95
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-115-50700-0000-1	12.64
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-140-50550-0000-1	160.98
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-140-50700-0000-1	28.51
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-150-50550-0000-1	1,965.43
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-150-50700-0000-1	541.60
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-155-50550-0000-1	198.30
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-155-50700-0000-1	40.88
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-160-50550-0000-1	61.36
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-160-50700-0000-1	24.27
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-165-50550-0000-1	17.32
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-165-50700-0000-1	19.61
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-175-50550-0000-1	21.66
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-175-50700-0000-1	6.19
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-180-50550-0000-1	564.83
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-180-50700-0000-1	268.98
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-190-50550-0000-1	86.62
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	01-190-50700-0000-1	5.85
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	20-200-50550-0000-1	287.16
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	20-200-50700-0000-1	84.71
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	30-500-50550-0000-1	792.19
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	30-500-50700-0000-1	148.06
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	31-505-50550-0000-1	343.99
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	31-505-50700-0000-1	50.11
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	32-510-50550-0000-1	697.43
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	32-510-50700-0000-1	184.35
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	34-520-50550-0000-1	44.04

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Principal Life Insurance Comp...	INV0029051	01/10/2025	Principal Benefits January 2025	34-520-50700-0000-1	16.48
Vendor Principal Life - Principal Life Insurance Company Total:					6,949.88
Vendor: Revival Animal - RAH Intermediate LLC					
RAH Intermediate LLC	Inv. INV298993	01/13/2025	Inv. INV298993 Animal Shelter...	01-155-57400-0000-1	561.94
Vendor Revival Animal - RAH Intermediate LLC Total:					561.94
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	INV 100168	01/13/2025	INV 100168 Raymond's Troph...	01-140-57200-0000-1	51.42
Raymond's Trophy	INV 100196	01/22/2025	INV 100196 Raymond's Troph...	01-105-57100-0000-1	440.58
Vendor Raymond's Trophy - Raymond's Trophy Total:					492.00
Vendor: Arrowhead - Ready Refresh					
Ready Refresh	INV0028958	01/22/2025	WWTP & Animal Control INV2...	01-130-57200-0000-1	42.97
Ready Refresh	INV0028958	01/22/2025	WWTP & Animal Control INV2...	30-500-57200-0000-1	42.98
Ready Refresh	INV0028959	01/22/2025	WWTP & Animal Control INV2...	01-130-57200-0000-1	93.45
Ready Refresh	INV0028959	01/22/2025	WWTP & Animal Control INV2...	30-500-57200-0000-1	93.45
Ready Refresh	INV24K007185869	01/22/2025	WWTP & Animal Control INV2...	01-130-57200-0000-1	10.00
Ready Refresh	INV24K007185869	01/22/2025	WWTP & Animal Control INV2...	30-500-57200-0000-1	10.00
Vendor Arrowhead - Ready Refresh Total:					292.85
Vendor: PLATT - Rexel USA Supply					
Rexel USA Supply	INV 5S83270	12/30/2024	INV 5S83270 Food Truck Park...	01-190-56400-0000-1	2,267.77
Rexel USA Supply	INV 5T81642	12/30/2024	INV 5T81642 Kaboom Park Ma...	01-180-56410-0000-1	79.38
Rexel USA Supply	INV 5U10796	12/30/2024	INV 5U10796 Food Truck Park...	01-190-56400-0000-1	472.19
Rexel USA Supply	INV 5U35722	12/30/2024	INV 5U35722 WWTP Repair a...	30-500-56400-0000-1	224.27
Rexel USA Supply	INV 5U44634	12/30/2024	INV 5U44634 Facilities PD Mai...	01-150-56400-0000-1	267.99
Rexel USA Supply	INV 874134408	12/30/2024	INV 874134408 Street Dept. Li...	01-180-56410-0000-1	422.30
Rexel USA Supply	INV 8Z20869	12/30/2024	INV 8Z20869 Kaboom Park Ma...	01-180-56410-0000-1	476.14
Rexel USA Supply	INV 8Z41344	01/13/2025	INV 8Z41344 Streets Dept. De...	01-180-56410-0000-1	422.30
Vendor PLATT - Rexel USA Supply Total:					4,632.34
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	Inv. 52061	12/30/2024	Inv. 52061 Repeater Rental Ja...	01-150-52200-0000-1	1,698.00
Vendor SC SITES Services - SC SITES Services Total:					1,698.00
Vendor: SECURE SYSTEMS - SECURE SYSTEMS					
SECURE SYSTEMS	INV R275607	01/13/2025	INV R275607 Secure Systems ...	01-150-52200-0000-1	43.00
SECURE SYSTEMS	INV R275607	01/13/2025	INV R275607 Secure Systems ...	01-155-52200-0000-1	52.00
SECURE SYSTEMS	INV R275607	01/13/2025	INV R275607 Secure Systems ...	01-190-52200-0000-1	121.00
SECURE SYSTEMS	INV R275607	01/13/2025	INV R275607 Secure Systems ...	30-500-52200-0000-1	104.00
SECURE SYSTEMS	INV R275607	01/13/2025	INV R275607 Secure Systems ...	32-510-52200-0000-1	104.00
SECURE SYSTEMS	INV R276746	01/13/2025	INV R276746 Monitor Radio J...	01-190-52200-0000-1	52.00
SECURE SYSTEMS	INV R276747	01/13/2025	INV R276747 Secure Systems ...	01-150-52200-0000-1	43.00
SECURE SYSTEMS	INV R276747	01/13/2025	INV R276747 Secure Systems ...	01-155-52200-0000-1	52.00
SECURE SYSTEMS	INV R276747	01/13/2025	INV R276747 Secure Systems ...	01-190-52200-0000-1	121.00
SECURE SYSTEMS	INV R276747	01/13/2025	INV R276747 Secure Systems ...	30-500-52200-0000-1	104.00
SECURE SYSTEMS	INV R276747	01/13/2025	INV R276747 Secure Systems ...	32-510-52200-0000-1	104.00
Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:					900.00
Vendor: The Gas Co. - SoCalGas					
SoCalGas	November 2024	01/22/2025	November 2024 So Cal Gas Ve...	01-185-58000-0000-1	36.12
Vendor The Gas Co. - SoCalGas Total:					36.12
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV35784249	01/13/2025	INV35784249 Dec.2024 Month...	30-500-58000-0000-1	7,421.40
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					7,421.40
Vendor: SPD - SPD					
SPD	Inv. 4036	01/13/2025	Inv. 4036 Printing 12X18 Poste...	01-24600-8207-1	45.47
Vendor SPD - SPD Total:					45.47
Vendor: SpeakWrite - SpeakWrite					
SpeakWrite	Inv. 5297be7b	01/01/2025	Inv. 5297be7b - Transcription ...	01-140-56000-0000-1	198.37
SpeakWrite	Inv. 5297be7b	01/01/2025	Inv. 5297be7b - Transcription ...	01-175-56000-0000-1	198.38
Vendor SpeakWrite - SpeakWrite Total:					396.75

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Spectrum - Spectrum					
Spectrum	Spectrum Jan. 25	01/22/2025	Spectrum Jan. 25 Monthly IN...	01-130-54800-0000-1	1,190.00
Vendor Spectrum - Spectrum Total:					1,190.00
Vendor: S.W.R.C.B - State Water Resources Control Board					
State Water Resources Control..	INV SW-0306230	12/30/2024	INV SW-0306230 State Water ...	32-510-53250-0000-1	781.00
State Water Resources Control..	INV SW-0306247	12/30/2024	INV SW-0306247 State Water ...	32-510-53250-0000-1	727.00
State Water Resources Control..	INV WD-0281949	01/13/2025	INV WD-0281949 State Water...	30-500-53250-0000-1	32,505.00
Vendor S.W.R.C.B - State Water Resources Control Board Total:					34,013.00
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	INV 316574-0	01/13/2025	INV 316574-0 City Hall Supplie...	01-130-57200-0000-1	108.23
Stinson Stationers, Inc.	INV 316574-0	01/13/2025	INV 316574-0 City Hall Supplie...	30-500-57200-0000-1	108.22
Stinson Stationers, Inc.	INV 316574-0	01/13/2025	INV 316574-0 City Hall Supplie...	31-505-57200-0000-1	108.22
Stinson Stationers, Inc.	INV 316574-0	01/13/2025	INV 316574-0 City Hall Supplie...	32-510-57200-0000-1	108.22
Stinson Stationers, Inc.	INV 317841-0	01/13/2025	INV 317841-0 Kitchen City Hall...	01-130-57200-0000-1	22.56
Stinson Stationers, Inc.	INV 317841-0	01/13/2025	INV 317841-0 Kitchen City Hall...	30-500-57200-0000-1	22.58
Stinson Stationers, Inc.	INV 317841-0	01/13/2025	INV 317841-0 Kitchen City Hall...	31-505-57200-0000-1	22.58
Stinson Stationers, Inc.	INV 317841-0	01/13/2025	INV 317841-0 Kitchen City Hall...	32-510-57200-0000-1	22.58
Stinson Stationers, Inc.	INV 3315653-0	01/13/2025	INV 3315653-0 City Hall Suppl...	01-130-57200-0000-1	15.04
Stinson Stationers, Inc.	INV 3315653-0	01/13/2025	INV 3315653-0 City Hall Suppl...	30-500-57200-0000-1	15.04
Stinson Stationers, Inc.	INV 3315653-0	01/13/2025	INV 3315653-0 City Hall Suppl...	31-505-57200-0000-1	15.04
Stinson Stationers, Inc.	INV 3315653-0	01/13/2025	INV 3315653-0 City Hall Suppl...	32-510-57200-0000-1	15.04
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					583.35
Vendor: Sun Badge Company - Sun Badge Company					
Sun Badge Company	Inv. 421823	01/22/2025	Inv. 421823 Badges 159 01/10...	01-150-51800-0000-1	168.77
Vendor Sun Badge Company - Sun Badge Company Total:					168.77
Vendor: SUNBELT RENTALS - SUNBELT RENTALS					
SUNBELT RENTALS	INV 161194927-0001	12/30/2024	INV 161194927-0001 Street D...	01-180-56410-0000-1	632.04
Vendor SUNBELT RENTALS - SUNBELT RENTALS Total:					632.04
Vendor: tmobile - T Mobile USA Inc					
T Mobile USA Inc	INV0028937	01/13/2025	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,543.58
T Mobile USA Inc	INV0028937	01/13/2025	Acct# 992748243 - Animal Con...	01-155-57800-0000-1	119.82
Vendor tmobile - T Mobile USA Inc Total:					1,663.40
Vendor: Tyler Technologies - Tyler Technologies					
Tyler Technologies	INV 025-490619	01/15/2025	INV 025-490619 Incode Annua...	01-310-54800-0000-1	600.00
Vendor Tyler Technologies - Tyler Technologies Total:					600.00
Vendor: ULINE - ULINE					
ULINE	INV 186038789	12/30/2024	INV 186038789 Food Truck Pa...	01-190-56400-0000-1	2,582.96
ULINE	INV 186940106	12/30/2024	INV 186940106 WWTP Buildin...	30-500-56410-0000-1	327.95
ULINE	INV 186173239	01/13/2025	INV 186173239 Food Truck Pa...	01-190-56400-0000-1	540.50
ULINE	INV 186176245	01/13/2025	INV 186176245 Food Truck Pa...	01-190-56400-0000-1	1,344.94
Vendor ULINE - ULINE Total:					4,796.35
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV02227053	01/13/2025	INV02227053 Internet Monthl...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV02227053	01/13/2025	INV02227053 Internet Monthl...	30-500-57800-0000-1	145.00
Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:					289.99
Vendor: USA Waste of Califor - USA Waste of California, Inc.					
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Organic Monthly Inv...	01-100-41300-0000-1	-212.60
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Garbage Monthly Inv...	01-100-41300-0000-1	-5,255.06
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Recycling Monthly I...	01-100-41300-0000-1	-1,314.15
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Organic Monthly Inv...	31-505-52400-0000-1	2,126.04
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Garbage Monthly Inv...	31-505-52400-0000-1	105,101.19
USA Waste of California, Inc.	INV0027931	07/07/2024	July 2024 Recycling Monthly I...	31-505-52500-0000-1	13,141.57
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Garbage Monthly S...	01-100-41300-0000-1	-3,843.57
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Recycling Monthly ...	01-100-41300-0000-1	-1,194.12
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Organics Monthly S...	01-100-41300-0000-1	-207.54
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Garbage Monthly S...	31-505-52400-0000-1	76,871.38
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Organics Monthly S...	31-505-52400-0000-1	2,075.42

Expense Approval Report

Payment Dates: 1/4/2025 - 1/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
USA Waste of California, Inc.	INV0027930	07/07/2024	June 2024 Recycling Monthly ...	31-505-52500-0000-1	11,941.22
USA Waste of California, Inc.	INV0028954	01/13/2025	November 2024 Waste Mana...	01-100-41300-0000-1	-187.40
USA Waste of California, Inc.	INV0028954	01/13/2025	November 2024 Waste Mana...	01-100-41300-0000-1	-1,216.17
USA Waste of California, Inc.	INV0028954	01/13/2025	November 2024 Waste Mana...	01-100-41300-0000-1	-4,080.58
USA Waste of California, Inc.	INV0028954	01/13/2025	November 2024 Waste Mana...	31-505-52400-0000-1	81,611.59
USA Waste of California, Inc.	INV0028954	01/13/2025	November 2024 Waste Mana...	31-505-52400-0000-1	1,874.02
USA Waste of California, Inc.	INV0028954	01/13/2025	November 2024 Waste Mana...	31-505-52500-0000-1	12,161.72
USA Waste of California, Inc.	INV0028956	01/13/2025	October 2024 Waste Manage...	01-100-41300-0000-1	-4,359.97
USA Waste of California, Inc.	INV0028956	01/13/2025	October 2024 Waste Manage...	01-100-41300-0000-1	-231.50
USA Waste of California, Inc.	INV0028956	01/13/2025	October 2024 Waste Manage...	01-100-41300-0000-1	-1,288.86
USA Waste of California, Inc.	INV0028956	01/13/2025	October 2024 Waste Manage...	31-505-52400-0000-1	2,314.98
USA Waste of California, Inc.	INV0028956	01/13/2025	October 2024 Waste Manage...	31-505-52400-0000-1	87,209.47
USA Waste of California, Inc.	INV0028956	01/13/2025	October 2024 Waste Manage...	31-505-52500-0000-1	12,888.57
USA Waste of California, Inc.	INV0028957	01/13/2025	September 2024 Waste Mana...	01-100-41300-0000-1	-213.65
USA Waste of California, Inc.	INV0028957	01/13/2025	September 2024 Waste Mana...	01-100-41300-0000-1	-4,241.56
USA Waste of California, Inc.	INV0028957	01/13/2025	September 2024 Waste Mana...	01-100-41300-0000-1	-1,279.19
USA Waste of California, Inc.	INV0028957	01/13/2025	September 2024 Waste Mana...	31-505-52400-0000-1	84,843.57
USA Waste of California, Inc.	INV0028957	01/13/2025	September 2024 Waste Mana...	31-505-52400-0000-1	2,136.52
USA Waste of California, Inc.	INV0028957	01/13/2025	September 2024 Waste Mana...	31-505-52500-0000-1	12,791.87
Vendor USA Waste of Califor - USA Waste of California, Inc. Total:					479,963.21
Vendor: Verizon Business - Verizon Business					
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-105-57800-0000-1	219.87
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-110-57800-0000-1	41.95
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-115-57800-0000-1	12.58
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-140-57800-0000-1	98.58
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-160-57800-0000-1	8.39
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-165-57800-0000-1	8.39
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	01-175-57800-0000-1	52.44
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	30-500-57800-0000-1	12.59
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	31-505-57800-0000-1	12.59
Verizon Business	INV 6101022076	01/22/2025	INV 6101022076 Nov. 24 City ...	32-510-57800-0000-1	4.19
Vendor Verizon Business - Verizon Business Total:					471.57
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	Inv 00564550-00	01/15/2025	Inv 00564550-00 Physical Exa...	01-110-56000-0000-1	215.00
Vernon C. Sorenson	Inv 00564550-00	01/15/2025	Inv 00564550-00 Physical Exa...	01-150-56000-0000-1	352.00
Vernon C. Sorenson	Inv 00564550-00	01/15/2025	Inv 00564550-00 Physical Exa...	01-180-56000-0000-1	215.00
Vernon C. Sorenson	Inv 00564550-00	01/15/2025	0056550-00 Physical Exam Ja...	34-520-56000-0000-1	215.00
Vernon C. Sorenson	Inv 00564879-00	01/15/2025	Inv 00564879-00 Physical Exa...	01-110-56000-0000-1	30.00
Vernon C. Sorenson	Inv 00564879-00	01/15/2025	Inv 00564879-00 Physical Exa...	34-520-56000-0000-1	65.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					1,092.00
Vendor: waterworkforce - WaterWorkforce Inc					
WaterWorkforce Inc	INV 1273	01/22/2025	INV 1273 WWTP CPO and Wa...	30-500-56000-7820-1	6,972.50
WaterWorkforce Inc	INV 1273	01/22/2025	INV 1273 WWTP CPO and Wa...	32-510-56000-0000-1	1,392.50
WaterWorkforce Inc	INV 1274	01/22/2025	INV 1274 WWTP CPO and Wa...	30-500-56000-7820-1	6,497.50
WaterWorkforce Inc	INV 1274	01/22/2025	INV 1274 WWTP CPO and Wa...	32-510-56000-0000-1	917.50
Vendor waterworkforce - WaterWorkforce Inc Total:					15,780.00
Vendor: XYLEM - Xylem Dewatering Solutions, Inc.					
Xylem Dewatering Solutions, I...	INV3556D51667	12/30/2024	INV3556D51667 CIP Project Lif..	30-500-56410-7820-1	5,171.00
Vendor XYLEM - Xylem Dewatering Solutions, Inc. Total:					5,171.00
Vendor: YG - Yesenia Gonzalez					
Yesenia Gonzalez	INV0028944	01/13/2025	Rental Deposit Return Yesenia..	01-24000-0000-1	350.00
Vendor YG - Yesenia Gonzalez Total:					350.00
Grand Total:					1,332,935.61

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	481,089.40
20 - LIGHTING & LANDSCAPING-DISTRICT 1	5,296.11
25 - CAPITAL IMPROVEMENTS PROJECTS	111,544.48
30 - SEWER	115,181.00
31 - REFUSE/RECYCLING	530,460.83
32 - WATER	80,280.45
34 - PUBLIC TRANSPORTATION	9,083.34
Grand Total:	1,332,935.61

Account Summary

Account Number	Account Name	Payment Amount
01-100-41300-0000-1	Franchise Fees	-29,125.92
01-105-50400-0000-1	Retirement (401K)	96.61
01-105-52200-0000-1	Contract Services	675.00
01-105-54000-0000-1	Fuel	32.13
01-105-56000-0000-1	Professional Services - O...	25.00
01-105-57100-0000-1	Special Activities	1,440.58
01-105-57800-0000-1	Telephone & Communic...	261.49
01-110-50400-0000-1	Retirement (401K)	96.61
01-110-50550-0000-1	Dental/Vision Premiums	200.70
01-110-50700-0000-1	Life Insurance	55.30
01-110-53200-0000-1	Dues & Subscriptions	43.40
01-110-54000-0000-1	Fuel	164.42
01-110-56000-0000-1	Professional Services - O...	295.00
01-110-57800-0000-1	Telephone & Communic...	95.93
01-111-50400-0000-1	Retirement (401K)	96.61
01-111-50550-0000-1	Dental/Vision Premiums	38.30
01-111-50700-0000-1	Life Insurance	5.34
01-111-52920-0000-1	Furniture (Capital)	77.99
01-111-54000-0000-1	Fuel	32.13
01-112-50400-0000-1	Retirement (401K)	96.61
01-112-50550-0000-1	Dental/Vision Premiums	80.29
01-112-50700-0000-1	Life Insurance	2.81
01-112-57200-0000-1	Supplies - Office	31.53
01-115-50400-0000-1	Retirement (401K)	96.61
01-115-50550-0000-1	Dental/Vision Premiums	196.05
01-115-50700-0000-1	Life Insurance	25.71
01-115-54000-0000-1	Fuel	32.13
01-115-55150-0000-1	Tuition Reimbursement	2,271.00
01-115-56000-0000-1	Professional Services - O...	175.00
01-115-57200-0000-1	Supplies - Office	39.69
01-115-57800-0000-1	Telephone & Communic...	87.61
01-130-51200-0000-1	Bank Charges	145.59
01-130-52200-0000-1	Contract Services	400.53
01-130-54800-0000-1	Maintenance Agreements	1,190.00
01-130-56000-0000-1	Professional Services - O...	600.00
01-130-56050-0000-1	Accounting/Auditing Ser...	10,400.00
01-130-56100-0000-1	Legal Services	9,202.50
01-130-57200-0000-1	Supplies - Office	292.25
01-130-58900-0000-1	Debt Principal Redeemed	239,129.25
01-140-50400-0000-1	Retirement (401K)	96.61
01-140-50550-0000-1	Dental/Vision Premiums	433.57
01-140-50700-0000-1	Life Insurance	47.67
01-140-54000-0000-1	Fuel	49.14
01-140-56000-0000-1	Professional Services - O...	18,235.37
01-140-57200-0000-1	Supplies - Office	51.42
01-140-57800-0000-1	Telephone & Communic...	146.61

Account Summary

Account Number	Account Name	Payment Amount
01-150-50400-0000-1	Retirement (401K)	96.61
01-150-50550-0000-1	Dental/Vision Premiums	4,199.18
01-150-50700-0000-1	Life Insurance	1,258.96
01-150-51800-0000-1	Clothing Allowance	168.77
01-150-52200-0000-1	Contract Services	2,463.29
01-150-53100-2534-1	Grant Expenditures - Fen...	5,700.00
01-150-54000-0000-1	Fuel	13,554.52
01-150-55200-0000-1	Miscellaneous	130.61
01-150-55600-0000-1	Postage	15.00
01-150-56000-0000-1	Professional Services - O...	2,827.88
01-150-56400-0000-1	Repairs & Maint - Build &...	1,376.13
01-150-56600-0000-1	Repairs & Maintenance -...	1,204.74
01-150-56800-0000-1	Safety Equipment	56.88
01-150-57200-0000-1	Supplies - Office	193.20
01-150-57400-0000-1	Supplies - Operating	296.25
01-150-57800-0000-1	Telephone & Communic...	2,523.58
01-155-50400-0000-1	Retirement (401K)	96.61
01-155-50550-0000-1	Dental/Vision Premiums	471.36
01-155-50700-0000-1	Life Insurance	132.14
01-155-51100-0000-1	Animal Disposal	220.50
01-155-51150-0000-1	Dog Clinic	103.69
01-155-52200-0000-1	Contract Services	104.00
01-155-54000-0000-1	Fuel	493.26
01-155-56000-0000-1	Professional Services - O...	125.00
01-155-56600-0000-1	Repairs & Maintenance -...	884.54
01-155-57400-0000-1	Supplies - Operating	686.31
01-155-57800-0000-1	Telephone & Communic...	273.98
01-160-50400-0000-1	Retirement (401K)	96.61
01-160-50550-0000-1	Dental/Vision Premiums	102.09
01-160-50700-0000-1	Life Insurance	56.99
01-160-54000-0000-1	Fuel	164.42
01-160-57800-0000-1	Telephone & Communic...	33.46
01-165-50400-0000-1	Retirement (401K)	96.61
01-165-50550-0000-1	Dental/Vision Premiums	224.92
01-165-50700-0000-1	Life Insurance	53.21
01-165-54000-0000-1	Fuel	245.70
01-165-56000-0000-1	Professional Services-Ot...	100.00
01-165-57800-0000-1	Telephone & Communic...	131.35
01-175-50400-0000-1	Retirement (401K)	96.61
01-175-50550-0000-1	Dental/Vision Premiums	71.79
01-175-50700-0000-1	Life Insurance	9.16
01-175-54000-0000-1	Fuel	17.00
01-175-56000-0000-1	Professional Services	223.38
01-175-57800-0000-1	Telephone & Communic...	100.47
01-180-50400-0000-1	Retirement (401K)	96.61
01-180-50550-0000-1	Dental/Vision Premiums	1,015.52
01-180-50700-0000-1	Life Insurance	359.10
01-180-51800-0000-1	Clothing Allowance	380.32
01-180-54000-0000-1	Fuel	1,971.21
01-180-56000-0000-1	Professional Services - O...	272.00
01-180-56410-0000-1	Repairs & Maintenance ...	5,058.56
01-180-56430-0000-1	Repairs & Maintenance -...	784.14
01-180-56500-0000-1	Repairs/Maintenance St...	682.71
01-180-56600-0000-1	Repairs/Maintenance - ...	59.92
01-180-57200-0000-1	Supplies - Office	30.29
01-180-57400-0000-1	Supplies - Operating	396.94
01-180-57800-0000-1	Telephone & Communic...	38.33
01-185-42350-0000-1	Rents	375.00

Account Summary

Account Number	Account Name	Payment Amount
01-185-56400-0000-1	Repairs & Maint - Build &...	262.42
01-185-57800-0000-1	Telephone & Communic...	115.65
01-185-58000-0000-1	Utilities	36.12
01-190-50400-0000-1	Retirement (401K)	96.61
01-190-50550-0000-1	Dental/Vision Premiums	186.88
01-190-50700-0000-1	Life Insurance	32.96
01-190-52200-0000-1	Contract Services	294.00
01-190-56400-0000-1	Repairs & Maint - Build &...	8,340.11
01-190-57400-0000-1	Supplies - Operating	38.85
01-20200-0000-1	Accounts Payable	1,920.00
01-20800-0000-1	Pension Payable	36,606.14
01-22050-0000-1	Federal Withholding Pay...	22,173.67
01-22100-0000-1	FICA Payable	37,710.64
01-22150-0000-1	Medicare Payable	8,819.56
01-22200-0000-1	State Withholding Payab...	14,474.55
01-22250-0000-1	SUTA Payable	10,653.04
01-22275-0000-1	ETT Payable	247.90
01-22500-0000-1	Pre-Paid Legal	24.90
01-22600-0000-1	Health FSA	78.35
01-22700-0000-1	Disability LTD	285.63
01-22800-0000-1	Accident	38.68
01-22900-0000-1	Life	175.14
01-22950-0000-1	Cancer-American Fidelity	35.34
01-24000-0000-1	Deposits	1,050.00
01-24600-8207-1	Deferred Revenue - McF...	45.47
01-310-52200-0000-1	Contract Services	12,826.49
01-310-52950-2505-1	Equipment Capital	12,756.72
01-310-54800-0000-1	Maintenance Agreements	600.00
20-200-50400-0000-1	Retirement	96.62
20-200-50550-0000-1	Dental/Vision Premiums	555.79
20-200-50700-0000-1	Life Insurance	150.59
20-200-51800-0000-1	Clothing Allowance	270.12
20-200-54000-0000-1	Fuel	657.71
20-200-56700-0000-1	Repairs & Maintenance -...	194.71
20-200-57800-0000-1	Telephone & Communic...	0.70
20-20800-0000-1	Pension Payable	1,118.66
20-22050-0000-1	Federal Withholding Pay...	211.49
20-22100-0000-1	FICA Payable	1,169.84
20-22150-0000-1	Medicare Payable	273.60
20-22200-0000-1	State Withholding Payab...	168.50
20-22250-0000-1	SUTA Payable	405.67
20-22275-0000-1	ETT Payable	9.45
20-22900-0000-1	Life	12.66
25-000-52960-2302-1	Street & Roads (Capital) -..	6,305.00
25-000-52960-2401-1	Street & Roads (Capital) -..	6,142.50
25-000-52960-2402-1	Street & Roads (Capital) -..	3,098.75
25-000-52960-2403-1	Street & Roads (Capital) -..	2,645.00
25-000-52960-2506-1	Street & Roads (Capital) -..	10,453.23
25-000-52960-2507-1	Street & Roads (Capital) -..	427.50
25-000-52960-2508-1	Street & Roads (Capital) -..	10,435.00
25-000-52960-2509-1	Street & Roads (Capital) -..	26,252.50
25-000-52960-2510-1	Street & Roads (Capital) -..	23,802.50
25-000-52960-2511-1	Street & Roads (Capital) -..	2,215.00
25-000-52960-2512-1	Street & Roads (Capital) -..	8,420.00
25-000-52960-2513-1	Street & Roads (Capital) -..	2,470.00
25-000-52960-2514-1	Street & Roads (Capital) -..	8,877.50
30-20800-0000-1	Pension Payable	5,221.53
30-22050-0000-1	Federal Withholding Pay...	2,585.25

Account Summary

Account Number	Account Name	Payment Amount
30-22100-0000-1	FICA Payable	5,667.30
30-22150-0000-1	Medicare Payable	1,325.56
30-22200-0000-1	State Withholding Payab...	1,694.04
30-22250-0000-1	SUTA Payable	1,839.43
30-22275-0000-1	ETT Payable	42.83
30-22600-0000-1	Health FSA	178.82
30-22700-0000-1	Disablity LTD	147.01
30-22800-0000-1	Accident	62.76
30-22900-0000-1	Life	123.78
30-22950-0000-1	Cancer- American Fidelity	44.09
30-500-50400-0000-1	Retirement (401K)	96.62
30-500-50550-0000-1	Dental/Vision Premiums	1,598.80
30-500-50700-0000-1	Life Insurance	270.18
30-500-51200-0000-1	Bank Charges	145.60
30-500-52200-0000-1	Contract Services	820.62
30-500-53200-0000-1	Dues & Subscriptions	74.87
30-500-53250-0000-1	Permits & Certificates	32,505.00
30-500-54000-0000-1	Fuel	1,232.24
30-500-55600-0000-1	Postage	1,336.39
30-500-56000-7820-1	Professional Services - ...	29,204.07
30-500-56050-0000-1	Accounting/Auditing Ser...	10,400.00
30-500-56400-0000-1	Repairs & Maint - Build &..	547.76
30-500-56410-0000-1	Repairs & Maintenance ...	1,760.81
30-500-56410-7820-1	Repairs & Main.Equipm...	5,571.00
30-500-56600-0000-1	Repairs & Maintenance -...	402.78
30-500-56800-0000-1	Safety Equipment	311.74
30-500-57200-0000-1	Supplies - Office	331.99
30-500-57400-0000-1	Supplies - Operating	612.20
30-500-57800-0000-1	Telephone & Communic...	724.53
30-500-58000-0000-1	Utilities	7,421.40
30-500-58200-0000-1	Water/Soil/Other Analys...	880.00
31-20800-0000-1	Pension Payable	2,254.34
31-22050-0000-1	Federal Withholding Pay...	1,090.45
31-22100-0000-1	FICA Payable	2,229.12
31-22150-0000-1	Medicare Payable	521.42
31-22200-0000-1	State Withholding Payab...	712.43
31-22250-0000-1	SUTA Payable	665.09
31-22275-0000-1	ETT Payable	15.53
31-22600-0000-1	Health FSA	122.56
31-22700-0000-1	Disablity LTD	53.22
31-22900-0000-1	Life	32.75
31-22950-0000-1	Cancer-American Fidelity	5.24
31-505-50400-0000-1	Retirement (401K)	96.62
31-505-50550-0000-1	Dental/Vision Premiums	697.12
31-505-50700-0000-1	Life Insurance	97.07
31-505-51200-0000-1	Bank Charges	145.60
31-505-52200-0000-1	Contract Services	612.62
31-505-52400-0000-1	Contract Services - Refus...	446,164.18
31-505-52500-0000-1	Contract Services - Recyc...	62,924.95
31-505-52800-0000-1	County Waste Managem...	5,603.93
31-505-55600-0000-1	Postage	1,336.39
31-505-56050-0000-1	Accounting/Auditing Ser...	4,800.00
31-505-57200-0000-1	Supplies - Office	185.56
31-505-57800-0000-1	Telephone & Communic...	94.64
32-20800-0000-1	Pension Payable	5,436.68
32-22050-0000-1	Federal Withholding Pay...	2,794.04
32-22100-0000-1	FICA Payable	5,916.14
32-22150-0000-1	Medicare Payable	1,383.26

Account Summary

Account Number	Account Name	Payment Amount
32-22200-0000-1	State Withholding Payab...	1,858.63
32-22250-0000-1	SUTA Payable	1,925.90
32-22275-0000-1	ETT Payable	44.56
32-22600-0000-1	Health FSA	178.79
32-22700-0000-1	Disablity LTD	59.42
32-22900-0000-1	Life	70.23
32-22950-0000-1	Cancer-American Fidelity	14.97
32-510-50400-0000-1	Retirement (401K)	96.62
32-510-50550-0000-1	Dental/Vision Premiums	1,506.67
32-510-50700-0000-1	Life Insurance	290.25
32-510-51200-0000-1	Bank Charges	145.60
32-510-51800-0000-1	Clothing Allowance	332.78
32-510-52200-0000-1	Contract Services	822.45
32-510-52910-2313-1	Buildings & Improvemen...	2,528.00
32-510-53200-0000-1	Dues & Subscriptions	55.33
32-510-53250-0000-1	Permits & Certificates	1,696.95
32-510-54000-0000-1	Fuel	493.26
32-510-55600-0000-1	Postage	1,340.41
32-510-56000-0000-1	Professional Services - O...	2,607.50
32-510-56050-0000-1	Accounting/Auditing Ser...	10,800.00
32-510-56410-0000-1	Repairs & Maintenance- ...	17,523.85
32-510-56600-0000-1	Repairs & Maintenance -...	1,526.05
32-510-57200-0000-1	Supplies - Office	185.56
32-510-57400-0000-1	Supplies - Operating	16,369.87
32-510-57800-0000-1	Telephone & Communic...	327.18
32-510-58000-0000-1	Utilities	1,949.50
34-20800-0000-1	Pension Payable	1,301.41
34-22050-0000-1	Federal Withholding Pay...	424.66
34-22100-0000-1	FICA Payable	943.00
34-22150-0000-1	Medicare Payable	220.56
34-22200-0000-1	State Withholding Payab...	221.07
34-22250-0000-1	SUTA Payable	327.01
34-22275-0000-1	ETT Payable	7.60
34-22700-0000-1	Disablity LTD	61.52
34-22800-0000-1	Accident	30.82
34-22900-0000-1	Life	115.98
34-22950-0000-1	Cancer-American Fidelity	49.54
34-520-50400-0000-1	Retirement	96.62
34-520-50550-0000-1	Dental/Vision Premiums	-3.83
34-520-50700-0000-1	Life Insurance	68.84
34-520-51800-0000-1	Clothing Allowance	19.76
34-520-53200-0000-1	Dues & Subscriptions	195.24
34-520-54000-0000-1	Fuel	986.54
34-520-56000-0000-1	Professional Services - O...	417.00
34-520-56050-0000-1	Accounting/Auditing Ser...	3,600.00
Grand Total:		1,332,935.61

Project Account Summary

Project Account Key	Payment Amount
None	1,332,935.61
Grand Total:	1,332,935.61

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

January 15, 2025

**MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY**

CALL TO ORDER

Vice Mayor Cano called the meeting to order at 6:03PM.

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice-Mayor Cano, Councilmember Ayon, Councilmember Gonzalez

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knox, Public Works Director Hernandez, Community Development Director Saldana, Human Resources McCuan, City Clerk De La Cruz

INVOCATION

Offered by Councilmember Gonzalez

PLEDGE OF ALLEGIANCE

Offered by Councilmember Ayon

APPROVE AGENDA AS TO FORM

*Motion by Councilmember Gonzalez, Second by Vice Mayor Cano to Table Item 11 Discuss Application and Filling District 2 Vacant Council Seat. The motion further included Approval of the remainder of the Agenda as to Form for the meeting of January 15, 2025. Motion **Approved** by 4/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NOES: None

ABSENT: None

PASSED: 4-0

FEATURED PET

- Featured Pet Presented by Chief Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Swearing in Ceremony- Vanessa Barron
2. Recognition of 2024 CIF Central Section Division IV Boys Cross Country League and Valley Champions

DEPARTMENT REPORTS

None

CONSENT AGENDA

3. Approval of Expense Report in the Amount of \$986,021.92 from 11/30/2024 to 1/3/2025
4. Approval of Payroll Report for the Month of December 2024 in the Amount of \$404,037.47
5. Approval of December 11, 2024, Regular Meeting Minutes
6. Approval of December 20, 2024, Special Meeting Minutes
7. Approval of Resolution No. 2025-1 A RESOLUTION OF THE CITY COUNCIL OF MCFARLAND APPROVING THE FINAL MAP FOR TRACT MAP NO. 7394 PHASE 1, CONTINGENT UPON THE RECEIPT OF REQUIRED IMPROVEMENT BONDS, SUBDIVISION GUARANTEE AND IMPROVEMENT AGREEMENTS AUTHORIZING THE CITY CLERK TO ENDORSE THE FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO TRANSMIT SAME TO THE COUNTY CLERK'S OFFICE
8. Approval of Resolution No. 2025-2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO INITIATE THE GENERAL PLAN AMENDMENT PROCESS FOR 2025

Public Comment: None

*Motion by Vice Mayor Cano, Second by Councilmember Gonzalez to Approve the Consent Agenda for the meeting of January 15, 2025. Motion **Approved** by 4/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NOES: None

ABSENT: None

PASSED: 4-0

PUBLIC HEARINGS

None

ADMINISTRATIVE AGENDA

9. Approval of Resolution No. 2025-3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE FOOD TRUCK PARK LEASE AGREEMENT FORM AND SETTING THE FACILITY USE FEE

Public Comment: None

*Motion by Vice Mayor Cano, Second by Councilmember Ayon to Approve Resolution No. 2025-3 for the meeting of January 15, 2025. Motion **Approved** by 4/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NOES: None

ABSENT: None

PASSED: 4-0

10. Approval of Resolution No. 2025-4 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A TEMPORARY STAFFING ADJUSTMENT TO ADD A CODE ENFORCEMENT/ANIMAL CONTROL OFFICER POSITION AND FREEZE A VACANT POLICE OFFICE TECHNICIAN POSITION

Public Comment: None

*Motion by Vice Mayor Cano, Second by Councilmember Gonzalez to Approve Resolution No. 2025-4 for the meeting of January 15, 2025. Motion **Approved** by 4/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NOES: None

ABSENT: None

PASSED: 4-0

PUBLIC COMMENT

None

COUNCIL COMMENTS

None

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)- Next Meeting January 16, 2025
- b. Kern Economic Development Corp. (KEDC)- Next Meeting January 23, 2025
- c. Kern Local Agency Formation Commission (LAFCO)- An annexation that was presented was approved.
- d. Delano Mosquito Abatement District (DMAD)- Next Meeting January 16, 2025
- e. San Joaquin Valley Air Pollution Control District (SVJ)- Next Meeting January 16, 2025

COUNCIL STATEMENTS AND REPORTS

None

CLOSED SESSION

12: Direction provided to the Community Development Director concerning making an offer to purchase

13: Direction provided to City Manager concerning opening position

14: Direction provided to City Manager concerning potential duties for HR Director

ADJOURNEMENT

Meeting adjourned at 7:19pm

CITY OF MCFARLAND

Erika De La Cruz, City Clerk

SPECIAL CITY COUNCIL MINUTES

IN-PERSON MEETING

January 17, 2025

**MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY**

CALL TO ORDER

Mayor Ayon called the meeting to order at 4:30 PM.

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice-Mayor Cano, Councilmember Ayon, Councilmember Gonzalez

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Viramontes & City Clerk De La Cruz

APPROVE AGENDA AS TO FORM

*Motion by Vice Mayor Cano, Second by Councilmember Ayon to Approve the Agenda as to Form for the meeting of January 17, 2025. Motion **Approved** by 4/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NOES: None

ABSENT: None

PASSED: 4-0

INVOCATION

Offered by Councilmember Gonzalez

PLEDGE OF ALLEGIANCE

Offered by Vice Mayor Cano

ADMINISTRATIVE AGENDA

1. Discuss Application and Filling the District 2 Vacant Council Seat

Public Comment: None

Motion by Vice Mayor Cano, Second by Councilmember Ayon to Approve Maria T. Perez as the City of McFarland District 2 Councilmember for the meeting of January 17, 2025.

*Motion **Approved** by 4/0 Roll-Call Majority Vote.*

Roll Call Vote:

AYES: S. Ayon, R. Cano, A. Ayon, A. Gonzalez

NOES: None

ABSENT: None

PASSED: 4-0

PUBLIC COMMENT

None

COUNCIL COMMENTS

None

COUNCIL STATEMENTS AND REPORTS

None

ADJOURNEMENT

Meeting adjourned at 4:36pm

CITY OF MCFARLAND

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2025-10 REQUEST FOR AUTHORIZATION TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) FOR AN ACTUARIAL VALUATION

SUMMARY:

The McFarland Police Officers Association (MPOA) has requested that the City explore the feasibility of participating in CalPERS for retirement benefits. As part of this process, CalPERS requires an actuarial valuation to assess the potential costs and financial impact of enrolling eligible employees in their retirement system.

The City has received the actuarial valuation from CaPERS, which provides an analysis of liabilities, contributions, and long-term fiscal impacts. The cost for the actuarial valuation is \$3,200 per plan, Safety and Miscellaneous, totaling \$6,400.

This consent agenda item seeks approval from the City Council to authorize the City Manager to execute the necessary agreements, which are enclosed for review. The approval of these agreements is a necessary step in the evaluation process.

FINANCIAL IMPACT:

The total cost for both actuarial valuations is \$6,400, with \$3,200 funded by the Police Department Professional Services and \$3,200 allocated across all other City Professional Services divisions.

RECOMMENDATION:

Staff recommends that the City Council approve the enclosed agreements with CalPERS and authorize the City Manager to execute the necessary documents to proceed with the actuarial valuation.

ATTACHMENTS:

1. Exhibit A

RESOLUTION NO. 2025-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) FOR
ACTUARIAL VALUATION SERVICES**

WHEREAS, CalPERS requires the execution of agreements to conduct actuarial valuations that will provide an analysis of projected liabilities, employer contribution rates, and long-term fiscal impacts to the City; and

WHEREAS, the cost for the actuarial valuations is \$3,200 per plan, Safety and Miscellaneous, for a total of \$6,400, which will be funded from Police Department Professional Services and across all other City Professional Services divisions.

WHEREAS, in order to assess the financial impact and feasibility of enrolling eligible employees in CalPERS, the City is required to obtain actuarial valuations for both the Safety and Miscellaneous employee groups; and

WHEREAS, the approval of these agreements is a necessary step in assessing the feasibility and financial considerations of participation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCFARLAND AS FOLLOWS:

1. The City Council authorizes the City Manager to execute the agreements enclosed in the actuarial valuation report provided by CalPERS to initiate the process of obtaining CalPERS retirement benefits for eligible employees.
2. The City Council approves the allocation of \$3,200 funded by the Police Department Professional Services and \$3,200 allocated across all other City Professional Services divisions.
3. The City Manager or designee shall provide periodic updates to the City Council regarding the progress of the CalPERS implementation process, including any additional costs or requirements.
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				

Maria T. Pérez				
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CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



Diego Viramontes
City Manager
City of McFarland
401 West Kern Avenue
McFarland, CA 93250

CID: 7355823380

January 22, 2025

Subject:
Contract for Requested Actuarial Valuation(s)

Dear Diego Viramontes,

Enclosed are three copies of a contract for the actuarial valuations requested. This contract authorizes the development of your agency's requested actuarial valuation reports.

You must complete and return the documents listed below to order an actuarial valuation report from CalPERS.

- Two original actuarial valuation contracts signed and dated by an authorized individual.

Your agency will be billed once the actuarial report has been mailed. Please do not remit payment prior to receiving the billing invoice.

If you have any questions, please visit our website www.calpers.ca.gov, or contact our CalPERS Customer Contact Center at **888 CalPERS** (or 888-225-7737).

Sincerely,

A handwritten signature in cursive script that reads "Roselee Camacho".

Roselee Camacho
Pension Contracts Analyst
Financial Office | Pension Contracts & Prefunding Programs Division

Enclosures



**Contract
of the
City Council
City Of McFarland
with the
CalPERS Board of Administration
California Public Employees' Retirement System
for an
Actuarial Valuation as Stated Herein**

By this AGREEMENT made this _____ day of _____, _____, in accordance with and subject to the provisions of the Public Employees' Retirement Law by and between the governing body of the above public agency, hereinafter referred to as Public Agency, and the Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, Public Agency and Board agree as follows:

- A. Public Agency herewith retains the services of said Board to perform the valuations required by Section 20466 of the Public Employees' Retirement Law for the purpose of determination by the Board of Administration of the Public Employees' Retirement System of the contributions to be made by Public Agency if a contract is entered into with said Board which provides for benefits as described in the attached "Exhibit".
- B. Public Agency will pay \$3,200.00 to the Retirement System upon completion of the actuarial valuation, such fee being based on the number of membership categories involved.
- C. Any and all data and information requested by the Board from Public Agency for use in compilation of this valuation shall be furnished upon request. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. Board shall have sole control of the valuation and its judgement in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the Board.

Witness our hands the day and year first above written.

CalPERS Board of Administration
Public Employees' Retirement System

City Council
City Of McFarland

By _____
Melody Benavides, Chief
Pension Contracts & Prefunding Programs Division
Public Employees' Retirement System

By _____
Presiding Officer



**Contract
of the
City Council
City Of McFarland
with the
CalPERS Board of Administration
California Public Employees' Retirement System
for an
Actuarial Valuation as Stated Herein**

By this AGREEMENT made this _____ day of _____, _____, in accordance with and subject to the provisions of the Public Employees' Retirement Law by and between the governing body of the above public agency, hereinafter referred to as Public Agency, and the Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, Public Agency and Board agree as follows:

- A. Public Agency herewith retains the services of said Board to perform the valuations required by Section 20466 of the Public Employees' Retirement Law for the purpose of determination by the Board of Administration of the Public Employees' Retirement System of the contributions to be made by Public Agency if a contract is entered into with said Board which provides for benefits as described in the attached "Exhibit".
- B. Public Agency will pay \$3,200.00 to the Retirement System upon completion of the actuarial valuation, such fee being based on the number of membership categories involved.
- C. Any and all data and information requested by the Board from Public Agency for use in compilation of this valuation shall be furnished upon request. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. Board shall have sole control of the valuation and its judgement in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the Board.

Witness our hands the day and year first above written.

CalPERS Board of Administration
Public Employees' Retirement System

City Council
City Of McFarland

By _____
Melody Benavides, Chief
Pension Contracts & Prefunding Programs Division
Public Employees' Retirement System

By _____
Presiding Officer



CalPERS ID: 7355823380

February 22, 2023

Subject:

Miscellaneous Member Benefits (CON 19M)

Enclosed is a summary of the benefits and exclusions that are included in all CalPERS contracts and an exhibit of the benefits and benefit formulas that will be utilized in your agency's actuarial calculation.

Retirement law provides for the following benefits in each contract:

- Three highest years' final compensation average.
- Pre-Retirement Death Benefit—Basic Death Benefit or 1959 Survivor Benefit.
- Post-Retirement Death Benefit—\$500 lump sum payment.

You are permitted to contract with PERS by category. This means that you are not required to include Police and Fire and Miscellaneous. However, all employees in a covered category must be members of the Retirement System unless they are specifically excluded by the Government Code as follows:

- Employees with appointment or employment contracts that do not fix a term of full-time, continuous employment in excess of six months.
- Employees serving on a part-time basis where his/her position requires service for less than an average of 20 hours a week.
- Seasonal, limited-term, on-call, emergency, intermittent, substitute, or other irregular-basis employees that work less than 125 days or 1,000 hours in a fiscal year.
- CETA employees hired after July 1, 1979, if they are in positions that would otherwise qualify them as PERS miscellaneous members (non-safety). CETA employees hired into safety positions such as policemen or firemen are not excluded from CalPERS membership.

Exhibit

Date: January 21, 2025

Fresno Regional Office

New Miscellaneous Members (PEPRA)

Social Security Coverage Yes
Effective Date 07/01/1959
Exclusions Part-Time Election Officer

Retirement Coverage

Formula Section 7522.20 (2% @ 62) W/SS Supplemental
Final Compensation Section 20037 (Three Years Final Compensation) new local safety members
Employee Contribution Rate 7.75%
Prior Service % 0%

Mandated Pooled Benefits

- Section 20965 (Unused Sick Leave—Local Member)
- Section 21548 (Pre-Retirement Option 2W Death Benefit)
- Section 21022 (Public Service Credit for Periods of Layoff)
- Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps VISTA, or AmeriCorps Service)
- Section 21024 (Military Service Credit as Public Service)
- Section 21026 (Public Service Credit for Service Rendered to a Nonprofit Corporation)
- Section 21027 (Military Service Credit for Retired Persons)
- Section 21536 (Local System Service Credit Included in Basic Death Benefit)

Optional Benefits

-
-

Exclusions from CalPERS Membership No
• NONE

Local System Transfer

- Transferred by Waiver
- Employees Transferred
- Inactives Transferred
- Employer Assets Transferred
- Employee Contributions Transferred
- Disposition of Retirees



Safety

Following is a summary of benefits and exclusions which are included in all contracts and a display of benefits and benefit formulas which will be utilized in the actuarial calculation for your agency.

Retirement law provides for the following benefits in each contract:

- Three highest years' final compensation average.*
- Pre-Retirement Death Benefit—Basic Death Benefit or 1957 Survivor Benefit.*
- Post-Retirement Death Benefit—\$2,000 lump sum payment.*
- Industrial disability for local safety members.
- Minimum retirement age for safety is 50 years.

You are permitted to contract with PERS by category. This means that you are not required to include Police and Fire and Miscellaneous. However, all employees in a covered category must be members of the Retirement System unless they are specifically excluded by the Government Code as follows:

- Employees with appointment or employment contracts that do not fix a term of full-time, continuous employment in excess of six months.
- Employees serving on a part-time basis where his/her position requires service for less than an average of 20 hours a week.
- Seasonal, limited-term, on-call, emergency, intermittent, substitute, or other irregular-basis employees that work less than 125 days or 1,000 hours in a fiscal year.

Note: Comprehensive Employment and Training Act (CETA) employees hired into safety positions, e.g., police officers, firefighters, etc., are not excluded from CalPERS membership.

EXHIBIT

DATE: January 22, 2025

Fresno Regional Office;
10 River Park Place East, Suite 230
Fresno, CA 93720
1(888) 225-7377

AGENCY NAME:

Police

SOCIAL SECURITY COVERAGE

No

Effective Date

Exclusions

RETIREMENT COVERAGE

Formula

Section 7522.25(b) (2% @ 57) W/O SS Full

Employee Contribution Rate

11.00%

Prior Service %

0%

MANDATED BENEFITS FOR POOLED PLANS

Section 20965 (Credit for Unused Sick Leave)

Section 21548 (Pre-Retirement Option 2W Death Benefit)

Section 21022 (Public Service Credit for Periods of Layoff)

Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps VISTA, or AmeriCorps Service)

Section 21024 (Military Service Credit as Public Service)

Section 21027 (Military Service Credit for Retired Persons)

OPTIONAL BENEFITS

No

EXCLUSIONS FROM CalPERS MEMBERSHIP

No

LOCAL SYSTEM TRANSFER

No

Transferred by Waiver

N/A

Employees Transferred

N/A

Inactives Transferred

N/A

Employer Assets Transferred

N/A

Employee Contributions Transferred

N/A

Disposition of Retirees

N/A



Safety

Following is a summary of benefits and exclusions which are included in all contracts and a display of benefits and benefit formulas which will be utilized in the actuarial calculation for your agency.

Retirement law provides for the following benefits in each contract:

- Three highest years' final compensation average.*
- Pre-Retirement Death Benefit—Basic Death Benefit or 1957 Survivor Benefit.*
- Post-Retirement Death Benefit—\$2,000 lump sum payment.*
- Industrial disability for local safety members.
- Minimum retirement age for safety is 50 years.

You are permitted to contract with PERS by category. This means that you are not required to include Police and Fire and Miscellaneous. However, all employees in a covered category must be members of the Retirement System unless they are specifically excluded by the Government Code as follows:

- Employees with appointment or employment contracts that do not fix a term of full-time, continuous employment in excess of six months.
- Employees serving on a part-time basis where his/her position requires service for less than an average of 20 hours a week.
- Seasonal, limited-term, on-call, emergency, intermittent, substitute, or other irregular-basis employees that work less than 125 days or 1,000 hours in a fiscal year.

Note: Comprehensive Employment and Training Act (CETA) employees hired into safety positions, e.g., police officers, firefighters, etc., are not excluded from CalPERS membership.

EXHIBIT

DATE: January 22, 2025

Fresno Regional Office;
10 River Park Place East, Suite 230
Fresno, CA 93720
1(888) 225-7377

AGENCY NAME:

Police

SOCIAL SECURITY COVERAGE

No

Effective Date

Exclusions

RETIREMENT COVERAGE

Formula

Section 7522.25(c) (2.5% @ 57) W/O SS Full

Employee Contribution Rate

13.00%

Prior Service %

0%

MANDATED BENEFITS FOR POOLED PLANS

Section 20965 (Credit for Unused Sick Leave)

Section 21548 (Pre-Retirement Option 2W Death Benefit)

Section 21022 (Public Service Credit for Periods of Layoff)

Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps VISTA, or AmeriCorps Service)

Section 21024 (Military Service Credit as Public Service)

Section 21027 (Military Service Credit for Retired Persons)

OPTIONAL BENEFITS

No

EXCLUSIONS FROM CalPERS MEMBERSHIP

No

LOCAL SYSTEM TRANSFER

No

Transferred by Waiver

N/A

Employees Transferred

N/A

Inactives Transferred

N/A

Employer Assets Transferred

N/A

Employee Contributions Transferred

N/A

Disposition of Retirees

N/A



Safety

Following is a summary of benefits and exclusions which are included in all contracts and a display of benefits and benefit formulas which will be utilized in the actuarial calculation for your agency.

Retirement law provides for the following benefits in each contract:

- Three highest years' final compensation average.*
- Pre-Retirement Death Benefit—Basic Death Benefit or 1957 Survivor Benefit.*
- Post-Retirement Death Benefit—\$2,000 lump sum payment.*
- Industrial disability for local safety members.
- Minimum retirement age for safety is 50 years.

You are permitted to contract with PERS by category. This means that you are not required to include Police and Fire and Miscellaneous. However, all employees in a covered category must be members of the Retirement System unless they are specifically excluded by the Government Code as follows:

- Employees with appointment or employment contracts that do not fix a term of full-time, continuous employment in excess of six months.
- Employees serving on a part-time basis where his/her position requires service for less than an average of 20 hours a week.
- Seasonal, limited-term, on-call, emergency, intermittent, substitute, or other irregular-basis employees that work less than 125 days or 1,000 hours in a fiscal year.

Note: Comprehensive Employment and Training Act (CETA) employees hired into safety positions, e.g., police officers, firefighters, etc., are not excluded from CalPERS membership.

EXHIBIT

DATE: January 22, 2025

Fresno Regional Office;
10 River Park Place East, Suite 230
Fresno, CA 93720
1(888) 225-7377

AGENCY NAME:

Police

SOCIAL SECURITY COVERAGE

No

Effective Date

Exclusions

RETIREMENT COVERAGE

Formula

Section 7522.25(d) (2.7% @ 57) W/O SS Full

Employee Contribution Rate

13.75%

Prior Service %

0%

MANDATED BENEFITS FOR POOLED PLANS

Section 20965 (Credit for Unused Sick Leave)

Section 21548 (Pre-Retirement Option 2W Death Benefit)

Section 21022 (Public Service Credit for Periods of Layoff)

Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps VISTA, or AmeriCorps Service)

Section 21024 (Military Service Credit as Public Service)

Section 21027 (Military Service Credit for Retired Persons)

OPTIONAL BENEFITS

No

EXCLUSIONS FROM CalPERS MEMBERSHIP

No

LOCAL SYSTEM TRANSFER

No

Transferred by Waiver

N/A

Employees Transferred

N/A

Inactives Transferred

N/A

Employer Assets Transferred

N/A

Employee Contributions Transferred

N/A

Disposition of Retirees

N/A

ORIGIN ID: BFLA (000) 000-0000
DIEGO VIRAMONTES

401 WEST KERN AVENUE

MC FARLAND, CA 93250

UNITED STATES US

SHIP DATE: 23JAN25
ACTWGT: 0.50 LB
CAD: 7153070INET4535

TO DANIELLE BROOKS (PCPP)
CALPERS
400 Q ST

58CJ3/EC17/C6C4

SACRAMENTO CA 95811

(916) 795-2488

REF:

INV:

DEPT:

RMA:



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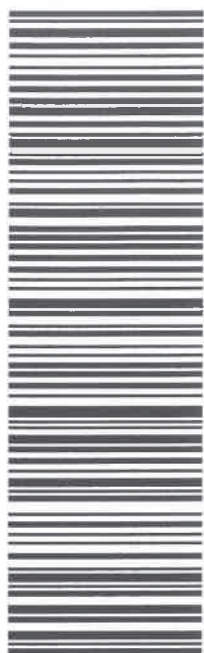
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RETURNS MON-FRI
PRIORITY OVERNIGHT

95811

CA-US



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City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: Approval of Resolution No. 2025-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ACCEPTANCE OF THE QUOTE FROM VAISALA, INC. FOR THE IMPLEMENTATION OF ROAD AI SOFTWARE FOR THE CITY'S STREET DEPARTMENT, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE-MONTH AGREEMENT, AND APPROVING A BUDGET ADJUSTMENT TO THE GENERAL FUND.

SUMMARY:

Introduction: The purpose of this staff report is to provide an overview and recommendation for the implementation of a Road AI Software for the City of McFarland's Road Infrastructure. The adoption of Road AI will give the Public works department real time data of the conditions of our Road and any deficiencies that need to be addressed. Road AI works by having a smartphone placed on the drivers windshield and driving through the City, while driving the software will be able to detect deficiencies and upload the data into the database and Staff can then use the data to create work orders.

Benefits of Road AI Software :

Ability to Detect:

- Longitudinal & Transverse Cracking
- Alligator Cracking
- Potholes
- Raveling
- Settlements
- Edge Deterioration

Having real-time detection capabilities will allow the Public Works Department to efficiently create work orders and assign manpower to high-priority areas.

1. **Improved Motorist and Pedestrian Safety:** By quickly having real time data, the streets department will be able to prioritize the most critical areas of the roads.
2. **Cost Savings:** With the software capturing the data as staff drives through the city, all deficiencies could be uploaded to the data base within a matter of a couple of days reducing the time staff spends manually inspecting and inputting the data.

3. **Emergency Response:** Having access to all road conditions in a database will enable staff to respond immediately to dangerous road conditions.
4. **Enhanced Inventory Management:** Road AI also creates an inventory of traffic signs, striping, and pavement markings, eliminating the need for manual audits.

The cost to implement Road AI is \$12,190. The goal of the Public works department is to implement technology to facilitate daily and efficient operations. Although there is an initial cost to implement the software, there will be a cost savings in the long run by significantly reducing staff hours by performing manual inspection audits, and this also aligns with City Council's goal of a Sustainable Infrastructure.

FINANCIAL IMPACT:

The financial impact will be an initial annual cost of \$12,190, funded by the General Fund. If the City continues using the Road AI software after the initial year, the recurring annual cost will be \$9,500. A budget adjustment to the General Fund is necessary to allocate funds for the initial implementation.

RECOMMENDATION:

Based on the outlined benefits and implementation, Staff recommends the City Council to move forward with the implementation of a Road AI software in the Public Works Department and authorizing the City Manager to enter into a twelve-month agreement those services. This initiative aligns with the city's goals of promoting a Sustainable Infrastructure.

ATTACHMENTS:

1. MCFARLAND-RDAI-2025

RESOLUTION NO. 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ACCEPTANCE OF THE QUOTE FROM VAISALA, INC. FOR THE IMPLEMENTATION OF ROAD AI SOFTWARE FOR THE CITY'S STREET DEPARTMENT, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE-MONTH AGREEMENT, AND APPROVING A BUDGET ADJUSTMENT TO THE GENERAL FUND.

WHEREAS, The city of McFarland's Public Works Department has a need to gain real-time data for the Road Infrastructure

WHEREAS, The adoption of Road AI will give the Public works department real time data of the conditions of our Road and any deficiencies that need to be addressed

WHEREAS, Having the ability to detect deficiencies in real time will allow the Public Works department to create work orders and assign manpower to troubled areas efficiently.

WHEREAS, The adoption of Road AI will provide the city with improved motorist and pedestrian safety, cost savings, and quicker emergency response with troubled areas in the road.

WHEREAS, the Implementation of Road AI aligns with City Councils goal of a Sustainable Infrastructure; and

WHEREAS, the City Council acknowledges the financial impact of an initial cost of \$12,190 for the first year, with an ongoing annual cost of \$9,500 should the City choose to continue using the software; and

WHEREAS, a budget adjustment to the General Fund is necessary to allocate the required funds for the implementation of Road AI software;

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council hereby approves the acceptance of the quote From Vaisala, Inc. in the amount of \$12,190 for the implementation of Road AI Software.
3. The City Council hereby authorizes the City Manager to enter into a twelve-month agreement for Road AI implementation and Software.
4. The City Council hereby approves a budget adjustment to the General Fund in the amount of \$12,190 to fund the initial implementation of Road AI.
5. The City Clerk shall certify the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

City of McFarland, CA

RoadAI

Surveying Using Computer Vision With AI Enabled Learning

Revision History

Version	Status	Date/Name	Description of Change	Approver
1.0	Approved	1/23/2025 / Parker Nicole	Original	NIBUB

Contents

1 Overview 3

2 The Strategic Case 3

3 Service Description 4

4 Financial Case 6

5 Project Management..... 6

6 General Terms & Conditions of Subscription Services 7

7 Agreement 7

8 Appendix 8

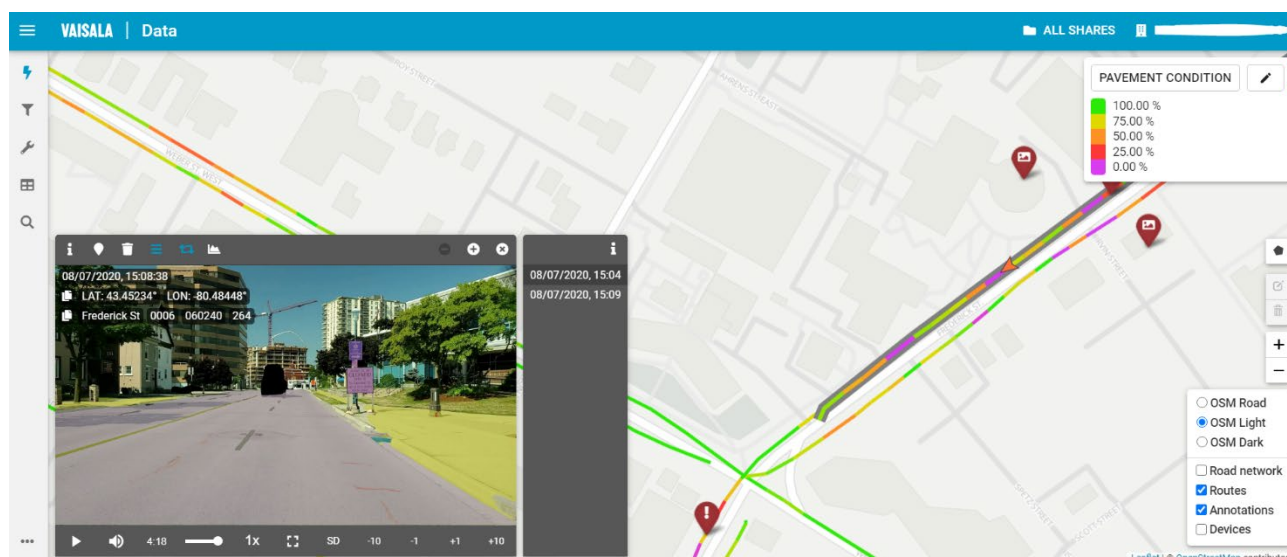
City of McFarland, CA – RoadAI

This document sets out Vaisala’s proposal for the implementation of RoadAI technology to deliver efficiency gains, cost savings and service improvements to the surveying, inspection, auditing and ongoing asset management practices at the City of McFarland, CA.

1 Overview

The technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the **whole road network multiple times** per annum, with **lower investment and resource** than current processes demand.

Figure 1 – Pavement Condition Heatmap



Road Condition data generated by RoadAI can replace the condition surveys currently carried out in City of McFarland, CA, and because of the frequency and repeatability of the data collection, identify any lengths of highway that are deteriorating rapidly in a more timely fashion, enabling the programming of maintenance works more efficiently.

2 The Strategic Case

2.1 Safety Inspections

RoadAI provides a range of tools that are designed to support reactive maintenance and safety inspection teams, taking a significant amount of network investigations and inspections off the network and into a desktop environment, reducing the number of ad hoc site visits, and bringing environmental and safety benefits, while providing greater oversight and efficiency to the process of network management.

Once the data is loaded onto the system, computer vision analysis is used to derive much more value that can be leveraged by other functions.

2.2 Road Condition Surveys

Road condition data is generated automatically, without allocating resource specifically to condition surveys, and reported at a much higher frequency, to enable the planning of maintenance works to

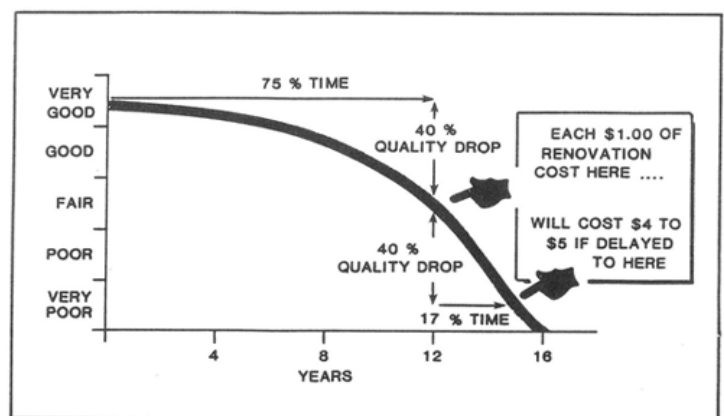
be focused on areas where lower cost treatments can be deployed, to prevent the development of more serious defects, and ultimately extend the life of the asset. RoadAI enables road condition data to be generated using non-specialist tools and personnel, while still providing data that is consistent, accurate, and auditable. Using RoadAI in this way enables:

- Early intervention with lower cost treatments based on asset condition to deliver >5% increase to the life of the asset.
- Data driven forward program planning – consistent, objective road condition data
- On demand reports – network deterioration modelling

2.2.1 Investment Model



<https://www.fhwa.dot.gov/publications/research/infrastructure/pavements/13038/011.cfm>



2.3 Traffic Signs and Lines

Video data that has been collected by inspection teams can be further analyzed to generate traffic sign inventory, and road marking condition data, to enable data driven risk based management of these assets, and driving improvements in service delivery at a fraction of the previous cost.

3 Service Description

The RoadAI service has been configured in consultation with the City of McFarland, CA project team, and is based on a combination of the following core elements:

- Organizational Base License
- Data Collection Licenses
- Application Layers
- Data Storage

3.1 Organizational Base License

The Organization Base License (OBL) covers provision of the core service including:

- Anonymization of data.
- Map based user interface (UI).
- Geospatial video.
- Annotation tools.
- Unlimited client logins and access to UI.

The cost of the organizational base license is based on the size of the organization ¹, and the duration of the contract.

- Proposed Length of Road Section for inclusion in the project – 48 Centerline Miles.
- Contract duration - 12 months
- Contract period – TBD

3.2 Data Collection Licenses

Based on anticipated use profile and in consultation with the City of McFarland, CA project team, we have configured this proposal to include 1 data collection licenses.

3.3 Application Layers

RoadAI can be configured to enable different application layers to suit the objectives of City of McFarland, CA.. Application layers can be activated or deactivated each year, and the contract value adjusted to reflect the application layers in use. The application layers currently available are:

3.3.1 Road Condition

Data is analyzed following a process based on PCI, and reported in meters or feet sections tied to the sectional reference data² for City of McFarland, CA's road network.

Defects can be viewed as discreet heatmap layers on the map based UI, or as a combined overall condition heatmap. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in shapefile sections.

3.3.2 Road Markings

Data is analyzed using computer vision process to identify road marking condition based on visible deterioration. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in meter or feet sections.

3.3.3 Road Signs

Road signs are automatically detected, classified and created as point objects on the UI map layer. Signs can be extracted in Excel reports with location and condition data, and URL linking back to UI to view images and video of sign location.

¹ Defined by total network length, for City of McFarland, CA this is taken as 48 centerline miles.

² Network reference data to be provided by City of McFarland, CA as shapefile.

4 Financial Case

The costs of the service are broken down into the following service elements:

- Set up Costs
- RoadAI Service Costs

These elements are configured to the required level of service as defined by the City of McFarland, CA project manager in consultation with the Vaisala Road AI project delivery team.

4.1 Costs

ROADAI – (Y1)*	(1=Y,0=N)	\$12,190.00
SET UP COSTS		
Google Pixel 7	1	\$1,370.00
Accessory kit	1	\$240.00
INFOSVCTRAININGCVUS / Information Service Training-Computer Vision US	1	\$1,080.00
RoadAI Service Cost		
Computer Vision Base License	1	\$7,500.00
Data processing and storage - Use Profile (600 hours)	1	\$2,000.00

***Y2 Costs will not include set-up costs, but will include data storage costs, which will be calculated after Y1, in addition to the RoadAI Service Costs.**

5 Project Management

A series of project review meetings will be put in place for the purpose of reviewing progress against project objectives. It is critical that Strategic Managers and Operational Teams responsible for managing and delivering the project on behalf of City of McFarland, CA attend these meetings.

A project manager will be assigned to the project on day 1, project management meetings will be booked with the agreed project team at City of McFarland, CA and at the first project meeting the project goals will be outlined, and in consultation with the City of McFarland, CA team, goals will be prioritized and built into the project plan that will be used as a working document to manage the project.

5.1 Payment Schedule

100% on completion of mobilization (set up and training), 4 weeks from receipt of order.

6 General Terms & Conditions of Subscription Services

Vaisala Group’s General Conditions of Subscription Services apply. To see all, reference our linked PDF page at [General-Conditions-of-Subscription-Services-DOC250754.pdf \(vaisala.com\)](#).

All the information contained herein is confidential and the IPR remains the property of Vaisala. Copying or sharing of this information without permission of the author is prohibited.

All pricing quoted in US Dollars subject to tax which will be applicable at the prevailing rate at the time of invoicing.

7 Agreement

Signed on behalf of Vaisala Inc.

Signed on behalf of City of McFarland, CA

Signature

Signature

Name

Name

Position

Position

Date

Date

8 Appendix

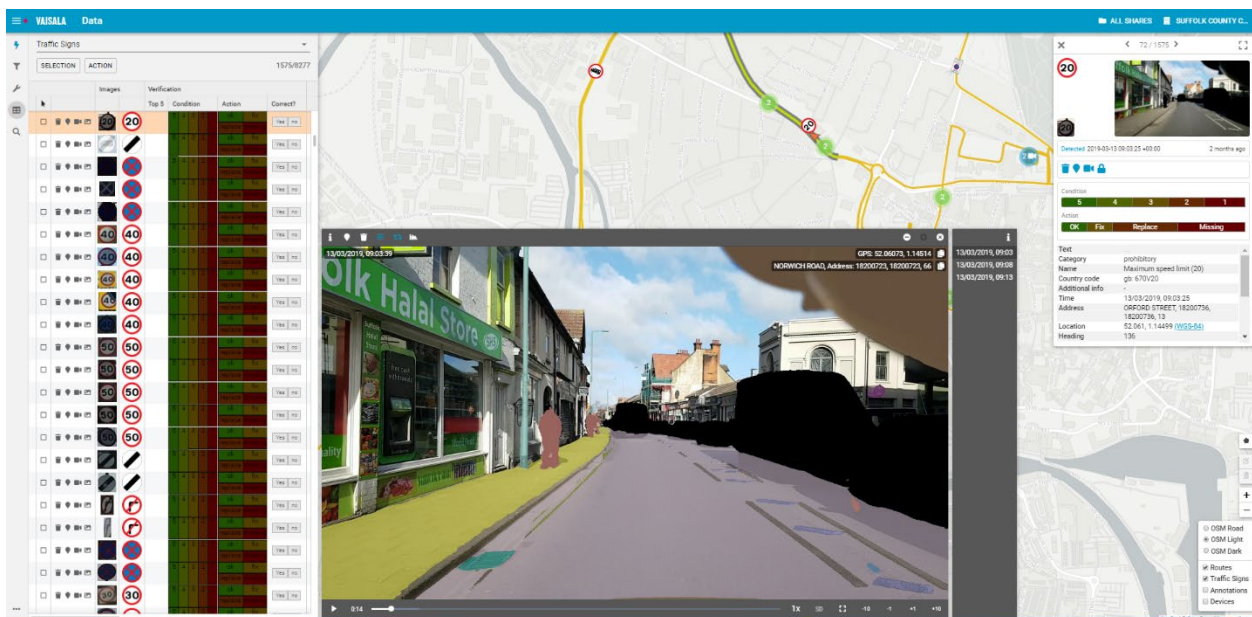
8.1 Data Collection Via Smartphone

Figure 2 - Smartphone is mounted outside the swept path of the wipers.



8.2 Sign mapping

Figure 2 - User Interface with access to video archive and computer vision detections



Various filtering tools are available within the UI to enable isolation of data by date and time.

Traffic signs can be filtered using label groups, categories, detection type (options: all detections, new detections, new or miss detections), misses in a row, detections from video and detection confidence.

8.3 Road defect mapping

Figure 3 - Segmentation model illustrating feature classification

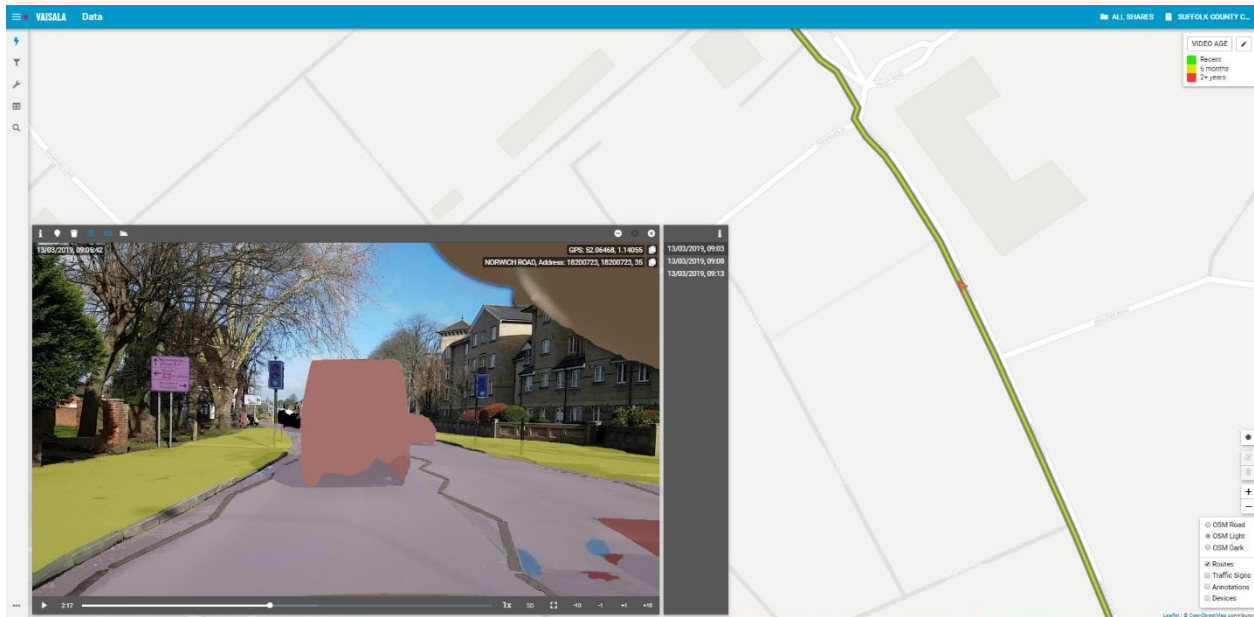
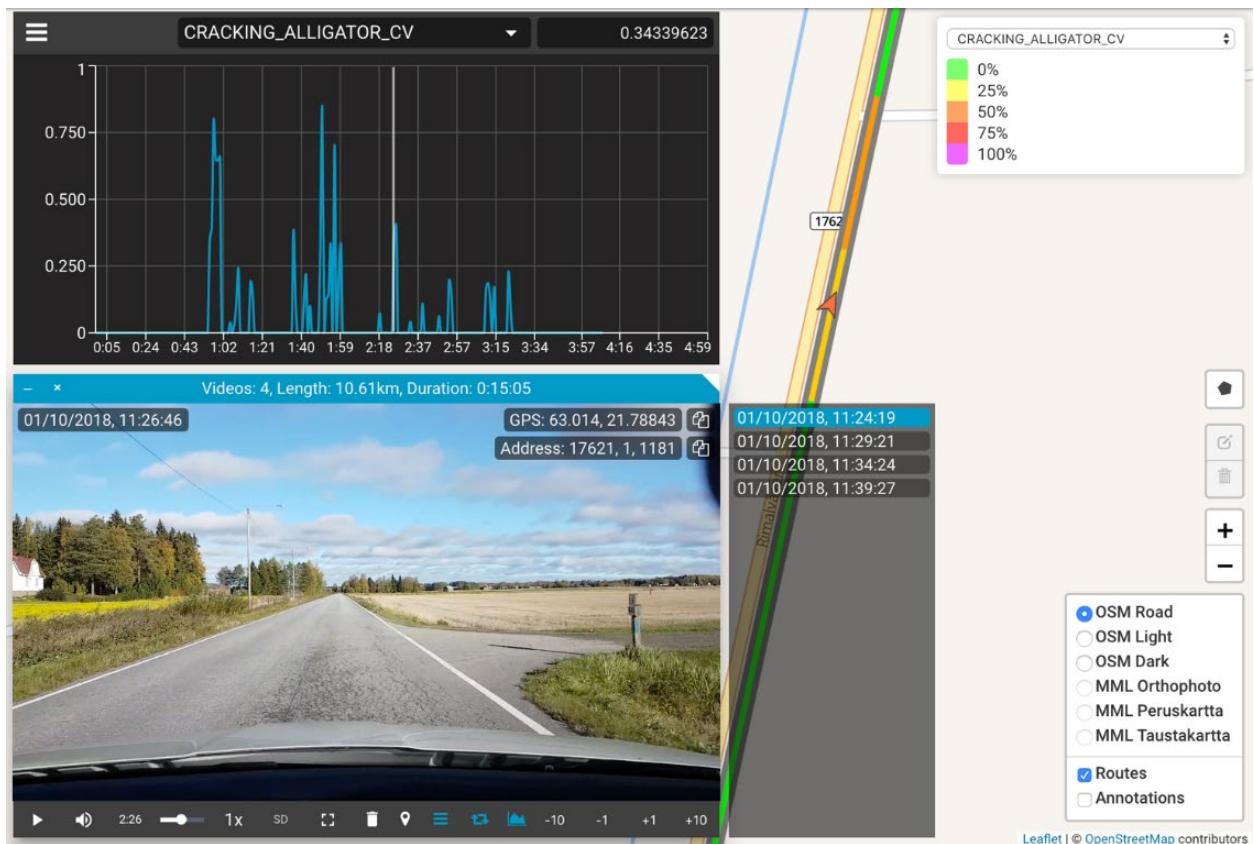


Figure 2 – Analyzed Heatmap (Road pavement defects / road markings)





City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: Approval of Resolution No. 2025-9 ACCEPTING THE LOWEST RESPONSIVE BIDDER AND AWARD OF A CONTRACT TO JOHNSON DRILLING COMPANY IN THE AMOUNT OF \$320,135 FOR THE DRILLING OF A TEST WATER WELL FOR THE NEW WATER WELL PROJECT AND APPROVING AN APPROPRIATION OF \$80,000 FOR CONSTRUCTION CONTINGENCY

SUMMARY:

On October 14th, The City of McFarland received and executed an agreement securing funding in the amount of \$8,532,402 through the State Water Board for the Expedited Drinking Water Grant for the Construction of a New Water Well.

The first phase in the construction of the New water well is to construct a temporary test well in order to determine water quality at various depths.

On December 7th, 2024 Staff put out to bid the plans and specs for the drilling of the test well which included (2) mandatory Job Walks for Contractors to attend and visit the site where construction will take place.

There were a total of (2) addenda on this project. Addenda #1 added an additional job walk to increase interest of contractors, and Addenda #2 extended the bid date.

On January 16th at 2:00pm sealed bids were opened by the City Engineer Dee Jaspar and Associates in the presence of the City Clerk and the Public Works Director.

A total of (2) bids were received:

BIDDER	AMOUNT
ABC Liovin Drilling	\$343,000.00
Johnson Drilling Co.	\$320,135.00

Our City engineer has reviewed and qualified the lowest responsible bidder, Johnson Drilling Co. by checking their license number, DIR registration number and references of previously completed projects. The City is allowing 90 calendar days for the contractor to complete the project.

FINANCIAL IMPACT:

The total estimated cost of construction of the Test well project is \$400,135 including contingencies. There is no financial impact to the general fund as this cost will be reimbursed by the Expedited Drinking Water Grant.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2025-9 accepting the lowest responsive bidder, award the project and to execute a construction agreement with Johnson Drilling Co. in the amount of \$320,135.00 for the Test Water Well Project.

Additionally, Staff recommends the approval in the amount of \$80,000 for Construction Contingency. These funds will be utilized for the construction of a sound barrier wall during construction and any unforeseen conditions that may arise.

ATTACHMENTS:

1. Bid Recommendation 1-17-25
2. Notice to Bidders
3. Bid Opening Results
4. Plans and Specs
5. Addendum #1
6. Addendum #2
7. City Construction Contract - Johnson Drilling Co - For Signature

RESOLUTION NO. 2025-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE BIDDER AND AWARD OF A CONTRACT TO JOHNSON DRILLING COMPANY IN THE AMOUNT OF \$320,135 FOR THE DRILLING OF A TEST WATER WELL FOR THE NEW WATER WELL PROJECT AND APPROVING AN APPROPRIATION OF \$80,000 FOR CONSTRUCTION CONTINGENCY.

WHEREAS, The City of McFarland received and executed an agreement securing funding in the amount of \$8,532,402 through the State Water Board for the Expedited Drinking Water Grant for the Construction of a New Water Well.

WHEREAS, The first phase in the construction of the New water well is to construct a temporary test well in order to determine water quality at various depths.

WHEREAS, On December 7th, 2024 Staff put out to bid the plans and specs for the drilling of the test well which included (2) mandatory Job Walks for Contractors to attend and visit the site where construction will take place.

WHEREAS, There were a total of (2) addenda on this project. Addenda #1 added an additional job walk to increase interest of contractors, and Addenda #2 extended the bid date.

WHEREAS, On January 16th at 2:00pm sealed bids were opened by the City Engineer Dee Jaspar and Associates in the presence of the City Clerk and the Public Works Director.

WHEREAS, A total of (2) bids were received

WHEREAS, Our City engineer has reviewed and qualified the lowest responsible bidder, Johnson Drilling Co. by checking their license number, DIR registration number and references of previously completed projects. The City is allowing 90 calendar days for the contractor to complete the project.

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. Authorizes the award of a Construction Agreement to Johnson Drilling Company, for the Test Water Well Project, in the Amount of \$320,135 and an additional appropriation of \$80,000 for construction contingency.
3. Authorizes the City Manager to execute the Construction Agreement.
4. The City Clerk shall certify to the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



DEE JASPAR & ASSOCIATES, INC.

CONSULTING CIVIL ENGINEERS

2730 UNICORN ROAD, BLDG A

BAKERSFIELD, CA 93308

PHONE (661) 393-4796

FAX (661) 393-4799

January 17, 2025

Yerlys Hernandez, Public Works Director
c/o City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

Re: Drilling of a Test Water Well Project
Bid Proposal Review and Recommendation

Mr. Hernandez:

Bids were received for the above referenced project on January 16th, 2025 at 2:00 pm at the City office. The bid results are shown in Exhibits A and B attached hereto.

Johnson Drilling Company was the apparent low bidder in the amount of three hundred twenty thousand one hundred thirty-five dollars - \$320,135.00. Johnson Drilling Co. submitted the appropriate bid documents including:

- Bid Form (4 pages)
- Non-Collusion Affidavit
- Bid Bond (10%)
- Addenda Acknowledgements
- Project References

The bid proposal submitted by Johnson Drilling Co. has been reviewed and it appears that they have submitted all the necessary bid information and that their bid is correct. They are a Class "C57" Well Drilling Contractor located in Reedley, California. Their contractor's license is active and in good standing. They have several years' experience as a Well Drilling Contractor and specialize in casing hammer test wells. They did not list any subcontractors for this project.

Project references were provided by Johnson Drilling Company. In addition, they have drilled ten or more other casing hammer test wells on past projects for our firm and have performed well.

It is recommended that they be awarded the contract in the amount of \$320,135.00 and that a pre-construction meeting be arranged upon award and execution of the contract documents. Furthermore, sound barrier walls will be required for this work and will be furnished by the City through another vendor. The anticipated cost for the sound barrier walls is approximately \$30,000 to \$45,000.

Sincerely,

Curtis Skaggs

Curtis M. Skaggs, PE

EXHIBIT A

BID SUMMARY

Project Name: City of McFarland
Drilling of a Test Water Well Project

Spec. No.:
Project Number:
Bid Date: January 16, 2025 2:00 pm

Bid No.	Contractor's Name & Address	Total Bid Amount	Non-Collusion Affidavit	Bid Bond	Contractor's Experience Form	Acknowledge Addenda	Remarks
1	ABC Lionia Drilling	\$343,000.00	✓	✓	✓	✓	
2	Johnson Drilling Co.	\$320,135.00	✓	✓	✓	✓	
3							
4							
5							
6							
7							
8							
9							
10							

ATTEST TO OPENING

Bid Opening By: 

Witness: 

Item	Item Description	Quantity	Unit	Engineer's Estimate		1		2	
				Unit Price	Amount	Unit Price	Johnson Drilling Co. Amount	Unit Price	ABC Liovin Amount
1	Mobilization, Demobilization, and Clean Up	1	LS	\$30,000	\$30,000	\$22,335	\$22,335	\$	25,000.00
2	Drill Hole Using Casing Hammer Method	900	LF	\$125	\$112,500	\$125	\$112,500	\$	135,000.00
3	Install 8-5/8" Diameter Steel Casing	900	LF	\$125	\$112,500	\$125	\$112,500	\$	90,000.00
4	Airlift Water Samples at 15 Minutes Each	12	EA	\$400	\$4,800	\$400	\$4,800	\$	18,000.00
5	Install Submersible Pump and Pump for Two Hours Each	12	EA	\$4,000	\$48,000	\$4,000	\$48,000	\$	30,000.00
6	Test Hole Abandonment and Clean-Up	1	LS	\$20,000	\$20,000	\$20,000	\$20,000	\$	45,000.00
Total Project Cost:				\$	327,800	\$	320,135	\$	343,000
				Subs:		Subs:		Subs:	

EXHIBIT B

BID DOCUMENTS

BID FORM

Name of Bidder: Johnson Drilling Co.
Business Address: 23489 E. Kings Canyon, Reedley, CA 93654
Phone No. 559-787-2888

TO THE GOVERNING BODY OF THE
CITY OF McFARLAND

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
<u>1</u>	<u>1/6/25</u>
<u>2</u>	<u>1/6/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the CITY in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL TO
CITY OF McFARLAND
FOR THE**

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SCHEDULE OF WORK ITEMS – BASE BID

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Expansion Price (in figures)
CASING HAMMER TEST WELL					
1	1	LS	Mobilization, Demobilization, and Clean-Up	\$ 22,335. ⁰⁰	\$ 22,335. ⁰⁰
2	900	LF	Drill Hole Using Casing Hammer Method	\$ 125. ⁰⁰	\$ 112,500. ⁰⁰
3	900	LF	Install 8-5/8" Diameter Steel Casing	\$ 125. ⁰⁰	\$ 112,500. ⁰⁰
4	12	EA	Airlift Water Samples at 15 Minutes Each	\$ 400. ⁰⁰	\$ 4,800. ⁰⁰
5	12	EA	Install Submersible Pump and Pump for Two Hours Each	\$ 4,000. ⁰⁰	\$ 48,000. ⁰⁰
6	1	LS	Test Hole Abandonment and Clean-Up	\$ 20,000. ⁰⁰	\$ 20,000. ⁰⁰
Total Project Base Bid Price				\$ 320,135. ⁰⁰	
Total Project Base Bid Price (in words):				Three hundred twenty thousand one hundred thirty five dollars.	

Note:

The Contract will be awarded based on the amount of the base bid.

The quantities listed in the bid form are for bidding purposes only and are subject to change based on the actual conditions encountered in the test well drilling process. The CITY reserves the right to add or remove portions of the Contract at the unit prices listed on the Bid Schedule.

Particularly, the items pertaining to the construction of the test well depth and number of airlift and pumped water samples will be determined by the Engineer.

Elimination and or addition of items to the scope of work shall be at the CITY's sole discretion.

Acknowledgement of Addenda:

Addenda Numbers 1-2 are hereby acknowledged as included in this Bid.

Lel. R8
Signature

1/15/25
Date

It is understood that the foregoing quantities are approximate only and are solely for the purposes of facilitating the comparison of bids, and that the CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown. The CITY may reject any or all bids. The prices listed above in the CONTRACTOR'S proposal shall include all applicable taxes for the State of California.

As required by Section 4100-4107 of the Public Contract Code, the CONTRACTOR bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each:

DIVISION OF WORK OR TRADE	NAME OF SUBCONTRACTOR	LOCATION OF MILL, SHOP, OR OFFICE
N/A		

ACCOMPANYING THIS PROPOSAL IS a bidder's bond (insert the words "bidder's bond," "cashier's check," "certified check," or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of the bid, payable to the

CITY OF McFARLAND

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the CITY in case this proposal is accepted by the CITY and the undersigned fails to execute a contract with the CITY as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the CITY be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay CITY's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

Kenneth W. Rhodes-President, Dennis M. Rhodes-Vice President, Leslie Rhodes-Secretary

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

CONTRACTOR's License No.

Expiration Date

C57 245802

6/30/25

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the CITY by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder:



Printed Name:

Leslie Rhodes

Title:

Secretary/Treasurer

Company:

Johnson Drilling Co.

Dated: 11/15/2025, 2024.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

(END OF SECTION)

LISTING OF SIMILAR PROJECTS COMPLETED IN THE LAST TEN YEARS

1. **Project Name:** City of Sanger Test Well Drilling

Brief Description: Drilled 3 casing hammer test wells between 700ft-900ft.
Took airlift and pumped samples. Destroyed test wells upon completion.

Owner: City of Sanger

Date Completed: 4/2024

Reference with Contact Information: Cheryl Lassotovitch-559-224-4412

2. **Project Name:** City of Orange Cove

Brief Description: Drilled a casing hammer test well to 700ft. Took airlift and water
samples. Destroyed test well upon completion.

Owner: City of Orange Cove

Date Completed: 3/2024

Reference with Contact Information: Cheryl Lassotovitch 559-224-4412

3. **Project Name:** Lamont PUD
Brief Description: Drilled 2 casing hammer test wells to 900ft. Took airlifted and pumped
water samples. Destroyed test wells upon completion.

Owner: Lamont Public Utilities District
Date Completed: 9/2022
Reference with Contact Information: Ken Schmidt & Associates 559-224-4412

4. **Project Name:** City of Shafter
Brief Description: Drilled a casing hammer test well to 900ft. Took airlifted and pumped
water samples. Destroyed well upon completion.

Owner: City of Shafter
Date Completed: 8/2021
Reference with Contact Information: Ken Schmidt & Associates 559-224-4412

5. **Project Name:** Arvin
Brief Description: Drilled multiple casing hammer test wells between 2013-2020.

Owner: Arvin Community Services District
Date Completed: 2020
Reference with Contact Information: Ken Schmidt & Associates 224-4412

6. **Project Name:** Gunner Ranch Test Wells
Brief Description: Drilled 2 casing hammer test wells taking airlifted & pumped samples.
Destroyed wells upon completion.

Owner: Gunner Family
Date Completed: 1/2024
Reference with Contact Information: Cheryl Lassotovitch 559-224-4412

STATEMENT OF EXPERIENCE OF WELL DRILLING CONTRACTOR

The well drilling Contractor has been engaged in the well drilling business, under the present business name, for 63 years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 40 years.

The well drilling Contractor shall state below work of a similar magnitude or character that he has done and to give references that will enable the CITY to judge his experience, skill, and business standing, and his ability to conduct the work as completely as required under the terms of the Contract. Contractor must show experience in domestic well drilling and testing.

Year	Location and Type of Work	Owner/Contact Person/Telephone/Address
<u>2023-2024</u>	<u>City of Sanger</u>	<u>Cheryl Lasotovitch 559-224-4412</u>
<u>2024</u>	<u>City of Orange Cove</u>	<u>" "</u>
<u>2020</u>	<u>Lamont</u>	<u>" "</u>
<u>2021</u>	<u>Shafter</u>	<u>" "</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of

Well Drilling Contractor Johnson Drilling Co.

Signature of

Bidder Lel. RL

(END OF SECTION)

NON-COLLUSION AFFIDAVIT

Leslie Rhodes
Secretary of Johnson Drilling Co., being first duly sworn, deposes and says that he/she is the party making the foregoing bid, 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.

Les. Rhodes
Bidder

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.

STATE OF CALIFORNIA)

COUNTY OF Fresno)

On January 16, 2025, before me, Tina Sholes, Notary Public,
Notary Public, personally appeared Leslie Rhodes

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.

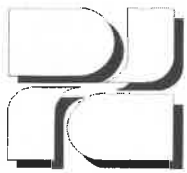
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: TS (Seal)

(END OF SECTION)





DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is **Addendum No. 1** to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE REMAINS JANUARY 9th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space below and attach the Addendum to the Proposal.

By: Leslie Rhodes

Firm Name Johnson Drilling Co.

By: [Signature]

Title Secretary

Date 1/6/25

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

**Addendum No. 1 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well**

January 6th, 2025

1. A third pre-bid job walk has been added and will be held at 10:00 am on Wednesday, January 8th, 2025 at the well site location.



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is Addendum No. 2 to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE IS HEREBY EXTENDED TO JANUARY 16th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 2 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space below and attach the Addendum to the Proposal.

By: Leslie Rhodes

Firm Name Johnson Drilling Co.

By [Signature]

Title Secretary

Date 1/6/25

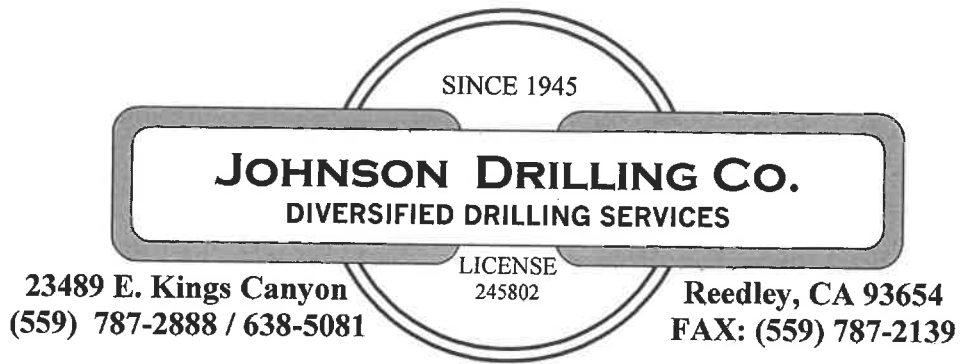
Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

**Addendum No. 2 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well**

January 8th, 2025

1. The bid date has been extended to January 16th at 2:00 pm.



Equipment for Test Wells

1977 Gardner Denver 17W1 drill rig with 900 CFM air compressor, Wellon 1262 casing hammer, and necessary tooling to drill test well.

2016 Kenworth T880 Service Truck with welder.

This equipment is all in good working condition and registered with the California Air Resource Board.



Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

Johnson Drilling Co.

23489 Kings Canyon Road

Reedley, CA 93654

SURETY: (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street – Dept. 2006

Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

City of McFarland

401 West Kern Ave.

McFarland, CA 93250

BOND AMOUNT: Ten Percent of Bid Amount (10% of Bid Amount)

PROJECT: (Name, location or address, and Project number, if any) EDWG-1510013-003C - Casing Hammer Test Well

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 15th day of January, 2025

Danneth W Rhodes

(Witness to Principal)

Johnson Drilling Co.

(Principal's Signature)

(Seal)

Secretary/Treasurer

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

Ashley Leavell
Ashley Leavell

, Attorney-in-Fact

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 Iowa
County of Polk)

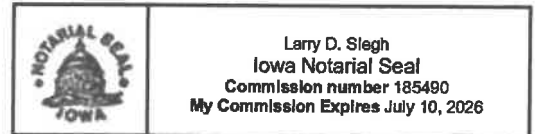
On January 15, 2025 before me, Larry D. Slegh, Iowa Notary Public
(insert name and title of the officer)

personally appeared Ashley Leavell,
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 Iowa that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Larry D. Slegh (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Anita R. Calderon, Mike Kuper, Andrew Roby, Elizabeth Moore, Ashlee Heldt, Ben Lewis, Jeff Cose, Aaron J. Jamison, Carmon R. Wilson, Spencer Paris, Larry D. Slegh, Richard E. Harman IV, Logan Dorpinghaus, Corey Days, Jill DeRobertis, Dominic Amoroso, Kyle Huntrod, Heidi Cornelison, Michael Maller, Stephen G. Sanker, Brian Pflum, Guy Tenold, Cassie McKittrick, Ashley Leavell, Cara Buljubasic, Trevor Sharp, Amy Palmer, Jennifer Anderson, Randi Allen, Andrew Jennings, Andrew P. Andersen, Jesse Huston, Maxine Coffin, Alex Cardarelli, Jonathan Price, Jarrett Berg, Tony McFall, Ryan Biegen, Loradane Legaspi, Zachary Vana, Anthony Yau, Emma Kennedy, Shelby Ross

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

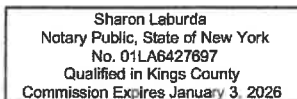


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of January, 2015.



Assistant Secretary

Bid Proposal

Attention:
City of McFarland
&
California State Water Resources Control Board

Proposals Due: 2:00 PM January 9th 2025

Project Name: Water System Improvement & Treatment Project – Phase 1
Project No. EDWG-1510013-003C

Prepared by:
ABC Liovin Drilling, Inc.
Attention: Ivan Liovin, President
1180 East Burnett St
Signal Hill, CA 90755
562-981-8575
ivan@abcdrilling.com

Thursday, January 9th, 2025



ABCLIOVIN

BID FORM

Name of Bidder: ABC Liovin Drilling, Inc.

Business Address: 1180 E Burnett St, Signal Hill, CA 90755

Phone No. 562-981-8575

TO THE GOVERNING BODY OF THE
CITY OF McFARLAND

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
<u>1</u>	<u>1/6/2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the CITY in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL TO
CITY OF McFARLAND
FOR THE**

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SCHEDULE OF WORK ITEMS – BASE BID

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Expansion Price (in figures)
CASING HAMMER TEST WELL					
1	1	LS	Mobilization, Demobilization, and Clean-Up	\$ 18,000.00	\$ 18,000.00
2	900	LF	Drill Hole Using Casing Hammer Method	\$ 150.00	\$ 135,000.00
3	900	LF	Install 8-5/8" Diameter Steel Casing	\$ 35.00	\$ 31,500.00
4	12	EA	Airlift Water Samples at 15 Minutes Each	\$ 1,500.00	\$ 18,000.00
5	12	EA	Install Submersible Pump and Pump for Two Hours Each	\$ 2,500.00	\$ 30,000.00
6	1	LS	Test Hole Abandonment and Clean-Up	\$ 35,000.00	\$ 35,000.00
Total Project Base Bid Price				\$ 267,500.00	
Total Project Base Bid Price (in words):				Two hundred sixty seven thousand, five hundred dollars and zero cents	

Note:

The Contract will be awarded based on the amount of the base bid.

The quantities listed in the bid form are for bidding purposes only and are subject to change based on the actual conditions encountered in the test well drilling process. The CITY reserves the right to add or remove portions of the Contract at the unit prices listed on the Bid Schedule.

Particularly, the items pertaining to the construction of the test well depth and number of airlift and pumped water samples will be determined by the Engineer.

Elimination and or addition of items to the scope of work shall be at the CITY's sole discretion.

Acknowledgement of Addenda:

Addenda Numbers 1 are hereby acknowledged as included in this Bid.


Signature

1/6/2025

Date

It is understood that the foregoing quantities are approximate only and are solely for the purposes of facilitating the comparison of bids, and that the CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown. The CITY may reject any or all bids. The prices listed above in the CONTRACTOR'S proposal shall include all applicable taxes for the State of California.

As required by Section 4100-4107 of the Public Contract Code, the CONTRACTOR bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each:

DIVISION OF WORK OR TRADE	NAME OF SUBCONTRACTOR	LOCATION OF MILL, SHOP, OR OFFICE
N/A	N/A	N/A

ACCOMPANYING THIS PROPOSAL IS Bidder's Bond (insert the words "bidder's bond," "cashier's check," "certified check," or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of the bid, payable to the

CITY OF McFARLAND

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the CITY in case this proposal is accepted by the CITY and the undersigned fails to execute a contract with the CITY as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the CITY be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay CITY's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

CONTRACTOR's License No.

#422904

Expiration Date

09/30/2026

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the CITY by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder:



Printed Name:

Ivan Liovin

Title:

President

Company:

ABC Liovin Drilling, Inc.

Dated: December 30th, 2024.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

(END OF SECTION)

NON-COLLUSION AFFIDAVIT

Ivan Liovin, being first duly sworn, deposes and says that he/she is President of ABC Liovin Drilling, Inc. the party making the foregoing bid, 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.

ABC Liovin Drilling, Inc.

Bidder

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.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, SEE ATTACHED, Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

(END OF SECTION)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 01/03/2025 before me, Erik Thad Garcia, Notary Public
(Here insert name and title of the officer)

personally appeared Ivan Liovin, President
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

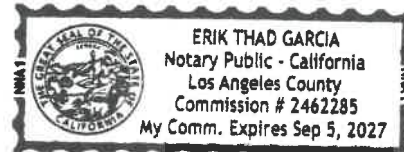
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Addifavit

(Title or description of attached document)

City of McFarland - EDWG-1510013-003C

(Title or description of attached document continued)

Number of Pages _____ Document Date 01/03/2025

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BID BOND

We, ABC Liovin Drilling, Inc. as
Principal, and U.S. Specialty Insurance Company as an admitted
California Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and
assigns, as set forth herein, to the

CITY OF McFARLAND

(herein called CITY) for payment of the penal sum of Ten Percent
Dollars (\$ 10%), lawful money of the
United States. Principal has submitted the accompanying bid for the Drilling of a Test Water Well.

If the Principal is awarded the Contract and enters into a written contract, in the form prescribed by the CITY, at the price designated by his bid, and files two bonds with the CITY, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the CITY, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the CITY from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Executed on 31st of December, 2024

ABC Liovin Drilling, Inc.

PRINCIPAL

(Seal if Corporation)

By: Ivan Liovin

Title: PRESIDENT

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Tokio Marine HCC - Surety Group (name and address of Surety)

1 MacArthur Place, Suite 550

Santa Ana, CA 92707

The Bond Connection (name and address of Surety Agent for process of
Service in California, if different from above)

27201 Puerta Real, Suite 300, Mission Viejo, CA 92691

800-298-4826 (telephone number of Surety's agent in California)

(Attach Acknowledgment)



U.S. Specialty Insurance Company

SURETY

By: 
(Attorney-in-Fact) Vincent An

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be an admitted California Surety authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

(END OF SECTION)

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 Orange

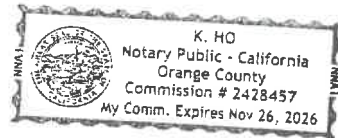
On DEC 3 1 2024 before me, K. Ho, Notary Public
(insert name and title of the officer)

personally appeared Vincent An,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

VINCENT AN

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2024612, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One million and 00/100 (\$1,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 20th day of November, 2024.



U.S. SPECIALTY INSURANCE COMPANY

By:

Adam S. Pessin
Adam S. Pessin, Senior Vice President

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 Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Littlefield

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of December, 2024.

Bond No.

BB2024612

Agency No.

3074



Kio Lo
Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZZPOAUSSIC12/2024

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 01/02/2025 before me, Erik Thad Garcia, Notary Public
(Here insert name and title of the officer)

personally appeared Ivan Liovin, President
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.

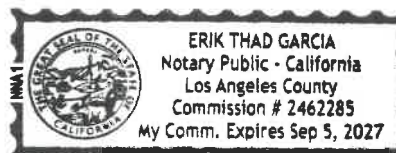
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond - City of McFarland

(Title or description of attached document)

Bond No. BB2024612

(Title or description of attached document continued)

Number of Pages Document Date 12/31/2024

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

LISTING OF SIMILAR PROJECTS COMPLETED IN THE LAST TEN YEARS

- (IFB) number 10182797 for geological exploration drilling using
1. **Project Name:** sonic/mud rotary at Salton Sea
- Brief Description:** Sonic/Mud rotary @ Salton Sea. Sonic Drilling: Borehole Geophysics (SP; 16-in. short normal and 64-in. Borehole Deviation Survey; Caliper) to 800 bgs, Install triple nested monitoring well - 2" SCH 80 PVC Casing
-
-
-
- Owner:** CA Department of Water Resources
- Date Completed:** 2023
- Reference with Contact Information:** Hanna Sloan - 916-654-0633
2. **Project Name:** Test Hole and Water Sampling Project - July 2019
- Brief Description:** drilling (2) 10" bore holes 500 and 900 ft deep each and collect discrete groundwater samples using Mud rotary, abandon the boreholes
-
-
-
-
- Owner:** Helendale Community Services District
- Date Completed:** 2019
- Reference with Contact Information:** Craig Carlson - ccarlson@helendalecsd.org

3. **Project Name:** Test Well Construction Project
Brief Description: drill install test well casing w/ casing hammer with estimated depth of 700 ft using 6-5/8" diameter

Owner: Palo Verde Union Elementary School District
Date Completed: 2017
Reference with Contact Information: Alan Mok - alan@alanmokengineering.com

4. **Project Name:** OESTE RECHARGE WELL, Apple Valley, CA
Brief Description: (1) sonic monitoring well 400 ft deep in 8" borehole with 2" casing and (1) air rotary monitoring well 650 ft deep in 10" borehole with 4" casing

Owner: Mojave Water Agency
Date Completed: 2022
Reference with Contact Information: Robert Hampson - rhampson@mojavewater.org

5. **Project Name:** Baseline Water Quality Characterization Regional Brackish Water Reclamation Program Phase 2 RFB-23-005

Brief Description: _____

(2) five-nested groundwater monitoring wells with 2.5" casing 8.5" - 22" borehole 710 ft deep

Owner: Water Replenishment District

Date Completed: 2023

Reference with Contact Information: Melody Wu - mwu@wrdd.org

6. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

STATEMENT OF EXPERIENCE OF WELL DRILLING CONTRACTOR

The well drilling Contractor has been engaged in the well drilling business, under the present business name, for 42 years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 42 years.

The well drilling Contractor shall state below work of a similar magnitude or character that he has done and to give references that will enable the CITY to judge his experience, skill, and business standing, and his ability to conduct the work as completely as required under the terms of the Contract. Contractor must show experience in domestic well drilling and testing.

Year	Location and Type of Work	Owner/Contact Person/Telephone/Address
2023	Torrance, Monitoring wells	WRC/Melody Wu/562-275-4254/4040 Paramount Blvd, Lakewood, CA 90712
2021	Apple Valley, Monitoring wells	Mojave Water Agency/Robert Hampson/760-946-7061/13846 Conference Center Drive Apple Valley,
2023	SoCal(multiple), Monitoring Wells	D.W.R./Elizabeth Medeiros/916-834-8715/715 P Street, 7th Fl. Sacramento, CA 95814
2022	Orange County, Well Installations	O.C.W.D./David Field/714-378-3237/ 18700 Ward St, Fountain Valley, CA 92708
2024	Pt. Mugu, Monitoring Wells	U.W.C.D./Cris Coppinger/805-678-0292/3561 N Rose Ave, Oxnard, CA

Signature of

Well Drilling Contractor



Ivan Liovin, President

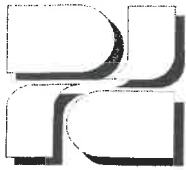
Signature of

Bidder



Ivan Liovin, President

(END OF SECTION)



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is Addendum No. 1 to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE REMAINS JANUARY 9th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space below and attach the Addendum to the Proposal.

By:  _____
Ivan Liovin

Firm Name ABC Liovin Drilling, Inc.

By  _____
Ivan Liovin

Title President

Date 1/6/2025

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

**Addendum No. 1 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well**

January 6th, 2025

1. A third pre-bid job walk has been added and will be held at 10:00 am on Wednesday, January 8th, 2025 at the well site location.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **422904** Entity **CORP**

Business Name **A B C LIOVIN DRILLING INC**

Classification(s) **C57**

Expiration Date **09/30/2026**

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

Printed on: 11/6/2023 10:07:02 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 22141**Legal Business Name:**
ABC LIOVIN DRILLING INC**Doing Business As (DBA) Name 1:****Doing Business As (DBA) Name 2:****Address:**
1180 EAST BURNETT ST
SIGNAL HILL
CA 90755**Email Address:**
eric@abcdrilling.com**Business Web Page:**
<http://www.abcdrilling.com>**Business Phone Number:**
562/981-8575**Business Fax Number:**
562/981-9594**Business Types:**
Construction

Certification Type	Status	From	To
SB	Approved	11/06/2023	11/30/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

Contractor Information

Legal Entity Name
ABC LIOVIN DRILLING, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002851
Registration effective date
07/01/22
Registration expiration date
06/30/25
Mailing Address
1180 EAST BURNETT STREET SIGNAL HILL 90755 CA...
Physical Address
1180 EAST BURNETT STREET SIGNAL HILL 90755 CA...
Email Address
van@abcdrilling.com
Trade Name/DBA
License Number (s)
CSLB:422904
CSLB:422904

Registration History

Effective Date	Expiration Date
05/25/18	06/30/19
06/15/17	06/30/18
05/13/16	06/30/17
05/16/16	06/30/17
06/11/15	06/30/16
11/19/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: C1700939
330498383
President Name: Ivan Liovin

Agency for Service:

Agent of Service Name: Vassili Liovin
1180 East Burnett Street Signal Hill 90755 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Insured by Carrier
Policy Holder Name:
State Compensation Insurance Fund
9279125-21
07/01/21
07/01/22

ABC LIOVIN DRILLING, INC.

**Authorization of Ivan Liovin to sign on behalf of the
Corporation from:
ANNUAL JOINT MEETING OF THE SHAREHOLDERS
& BOARD OF DIRECTORS OF ABC LIOVIN DRILLING,
INC.**

The undersigned, being all the Shareholders and all the Directors of the above-named corporation, a California corporation, do hereby authorize Ivan Liovin to sign for the Corporation



IVAN LIOVIN
Director



VASSILI LIOVIN
Director



**VASSILI LIOVIN, Trustee of the
Helen Liovin and Vassili Liovin
Revocable Living Trust Restatement
under agreement dated 6/9/2002**
Shareholder

**HELEN LIOVIN, Trustee of the Helen
Liovin and Vassili Liovin Revocable
Living Trust Restatement under
agreement dated 6/9/2002**
Shareholder

Signed December 15, 2016 at Signal Hill, CA



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 3 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

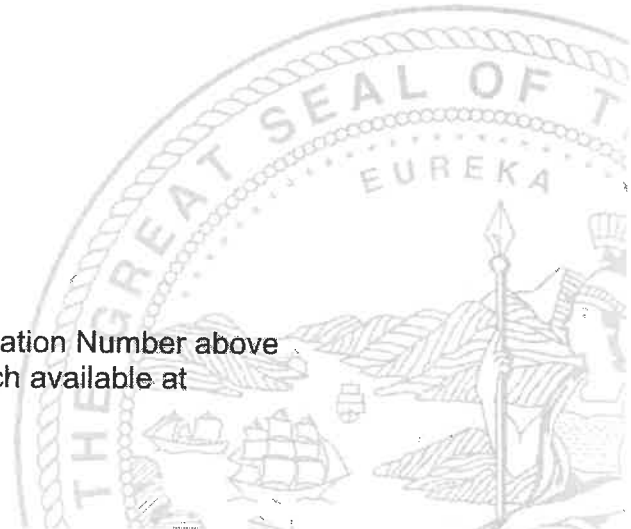


IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of May 13, 2020

ALEX PADILLA
Secretary of State

Verification Number: KNL91GP
Entity (File) Number: C1700939

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov





**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: ABC LIOVIN DRILLING, INC.

Entity (File) Number: C1700939

File Date: 05/11/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GF52684

Detailed Filing Information

1. Entity Name: ABC LIOVIN DRILLING, INC.
2. Business Addresses:
 - a. Street Address of Principal Office in California: 1180 East Burnett Street
Signal Hill, California 90755
United States of America
 - b. Mailing Address: 1180 East Burnett Street
Signal Hill, California 90755
United States of America
 - c. Street Address of Principal Executive Office: 1180 East Burnett Street
Signal Hill, California 90755
United States of America
3. Officers:
 - a. Chief Executive Officer: Ivan Liovin
1180 East Burnett Street
Signal Hill, California 90755
United States of America
 - b. Secretary: Ivan Liovin
1180 East Burnett Street
Signal Hill, California 90755
United States of America

Certificate Verification Number: KNL91GP
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GF52684



California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: Vassili Liovin
1180 East Burnett Street
Signal Hill, California 90755
United States of America
4. Director: Ivan Liovin
1180 East Burnett Street
Signal Hill, California 90755
United States of America
- Number of Vacancies on the Board of Directors: 0
5. Agent for Service of Process: Vassili Liovin
1180 East Burnett St
Signal Hill, California 90755
United States of America
6. Type of Business: Well Drilling

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Ivan Liovin

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: KNL91GP
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GF52684



California Secretary of State Electronic Filing

Corporation - Attachment to Statement of Information

List of Additional Directors:

1. Vassili Liovin
1180 East Burnett Street
Signal Hill, California 90755
United States of America
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Certificate Verification Number: KNL91GP
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GF52684

**PROPOSAL TO
CITY OF McFARLAND
FOR THE**

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SCHEDULE OF WORK ITEMS – BASE BID

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Expansion Price (in figures)
CASING HAMMER TEST WELL					
1	1	LS	Mobilization, Demobilization, and Clean-Up	\$ 25,000.00	\$ 25,000.00
2	900	LF	Drill Hole Using Casing Hammer Method	\$ 150.00	\$ 135,000.00
3	900	LF	Install 8-5/8" Diameter Steel Casing	\$ 100.00	\$ 90,000.00
4	12	EA	Airlift Water Samples at 15 Minutes Each	\$ 1,500.00	\$ 18,000.00
5	12	EA	Install Submersible Pump and Pump for Two Hours Each	\$ 2,500.00	\$ 30,000.00
6	1	LS	Test Hole Abandonment and Clean-Up	\$ 45,000.00	\$ 45,000.00
Total Project Base Bid Price			\$ 343,000.00		
Total Project Base Bid Price (in words):			Three hundred forty three thousand dollars and zero cents		

J 1/16/25

Note:

The Contract will be awarded based on the amount of the base bid.

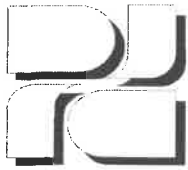
The quantities listed in the bid form are for bidding purposes only and are subject to change based on the actual conditions encountered in the test well drilling process. The CITY reserves the right to add or remove portions of the Contract at the unit prices listed on the Bid Schedule.

Particularly, the items pertaining to the construction of the test well depth and number of airlift and pumped water samples will be determined by the Engineer.

Elimination and or addition of items to the scope of work shall be at the CITY's sole discretion.

Acknowledgement of Addenda:

Addenda Numbers 1 & 2 are hereby acknowledged as included in this Bid.



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is Addendum No. 2 to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE IS HEREBY EXTENDED TO JANUARY 16th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 2 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space below and attach the Addendum to the Proposal.

By: _____

Firm Name ABC Liovin Drilling, Inc.

By Ivan Liovin

Title President

Date 01/14/2025

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

**Addendum No. 2 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well**

January 8th, 2025

1. The bid date has been extended to January 16th at 2:00 pm.

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SECTION A

NOTICE INVITING SEALED PROPOSALS (BIDS)

NOTICE IS HEREBY GIVEN that the City of McFarland (CITY) invites and will receive sealed proposals (bids) up to the hour of **2:00 pm, on Thursday, January 9th, 2025** for the furnishing to said CITY of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at the office of the CITY, for the Drilling of a Test Water Well.

Bids shall conform to and be responsive to the Contract Documents for the work. Copies of the Contract Documents are on file and may be acquired at the office of the CITY.

Description of Work:

The work includes all labor, materials, equipment and the performance of all operations necessary to drill, construct, and develop a casing hammer test well in accordance with the Drawings and Specifications.

Each bid shall be submitted on a form furnished as part of the Contract Documents and must be accompanied by cash, a cashier's check, a certified check, or a BIDDER'S bond executed by an admitted California surety, or substitute pursuant to Section 995.710 of the Code of Civil Procedure, in an amount not less than ten percent (10%) of the amount of the bid, made payable to the order of or for the benefit of the CITY. The security of unsuccessful BIDDER'S will be returned by the CITY no later than sixty (60) days following the date of award. Each bid shall be sealed and delivered to the CITY at the location designated in this notice for the opening of proposals at or before the time provided in this notice. The check or bond or substitute shall be given as security that the BIDDER will enter into a contract with the CITY and furnish the required payment and performance bonds, or substitutes in lieu thereof, and certificates of insurance and endorsements if awarded the work, and will be declared forfeited if the BIDDER refuses to timely enter into said Contract or furnish the required bonds or substitutes, or certificates of insurance and endorsements if his bid is accepted.

The CITY has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which said work is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the Contract. Such rates of wages can be found on the Department of Industrial Relations website located at <http://www.dir.ca.gov/dlsr>.

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the Contract. The CITY reserves the right to solely determine the adequacy of the securities being proposed by the BIDDER and the value of those securities. The CITY shall also be entitled to charge an administrative fee, as determined by CITY in its sole discretion, for substituting equivalent securities for retention amounts. The CITY'S decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the CITY. The CITY shall be entitled, at any time, to request the deposit of additional securities of a value designated by CITY, in CITY'S sole discretion, to

satisfy this requirement. If the CITY does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, CITY shall be entitled to withhold amounts due BIDDER until securities of satisfactory value to CITY have been received.

The CONTRACTOR'S license classification(s) required for this project is as follows:

Well Drilling Contractor's License – Class "C57"

These classifications are provided for information purposes only. The CITY does not warrant that all classifications required for the project are listed.

It is the CITY'S intent that "Plans", as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both the Drawings and the Specifications.

The CITY reserves the right to reject any and all bids, and to waive any and all irregularities in any bid.

Sealed proposals shall include: Bid Form (Pages B-12 through B-16); Non-Collusion Affidavit (Page B-16); Bid Bond (Pages B-17 through B-18); Listing of Similar Projects in the Last Ten Years (Pages B-19 through B-21); copies of any addenda issued; Statement of Experience of Well Drilling Contractor (Page B-22).

***Each Bidder must attend a mandatory prebidder's job walk. The Bidders may choose one of two job walks to attend. The first job walk is scheduled for 10:00 am on Wednesday, December 11th, 2024 and the second job walk is scheduled for 10:00 am on Wednesday, December 18th, 2025. The designated meeting area is at the south side of Elmo Hwy just west of Hwy 99 in McFarland, California. If necessary, contact Curtis Skaggs with Dee Jaspar & Associates, Inc. at (661) 393-4796 for directions.**

(END OF SECTION)

Project Name: City of McFarland
Drilling of a Test Water Well Project

Spec. No.:
Project Number:
Bid Date: January 16, 2025 2:00 pm

Bid No.	Contractor's Name & Address	Total Bid Amount	Non-Collusion Affidavit	Bid Bond	Contractor's Experience Form	Acknowledge Addenda	Remarks
1	ABC Lionia Drilling	\$343,000.00	✓	✓	✓	✓	
2	Johnson Drilling Co.	\$320,135.00	✓	✓	✓	✓	
3							
4							
5							
6							
7							
8							
9							
10							

ATTEST TO OPENING

Bid Opening By:

Witness:







**CITY OF MCFARLAND
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**

**WATER SYSTEM IMPROVEMENT &
TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL**

**CITY OF MCFARLAND WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT
PHASE 1
PROJECT NO. EDWG-1510013-003C**

Funding for this project has been provided in full or in part under the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board.

NOVEMBER 2024



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 Unicorn Road, Bldg. A (661) 393-4796
Bakersfield, CA 93308 Fax: (661) 393-4799

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

Table of Contents

Section A – Notice Inviting Sealed Proposals (Bids)

Section B – Bid Documents

Section C – Contract Documents

Section G – General Conditions

Section T – Technical Specifications

Contract Drawings

SECTION A
NOTICE OF INVITING BIDS

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

NOVEMBER 2024

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

SECTION A
Table of Contents

Description	Page
Notice Inviting Sealed Proposals (Bids)	A-1

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SECTION A

NOTICE INVITING SEALED PROPOSALS (BIDS)

NOTICE IS HEREBY GIVEN that the City of McFarland (CITY) invites and will receive sealed proposals (bids) up to the hour of **2:00 pm, on Thursday, January 9th, 2025** for the furnishing to said CITY of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at the office of the CITY, for the Drilling of a Test Water Well.

Bids shall conform to and be responsive to the Contract Documents for the work. Copies of the Contract Documents are on file and may be acquired at the office of the CITY.

Description of Work:

The work includes all labor, materials, equipment and the performance of all operations necessary to drill, construct, and develop a casing hammer test well in accordance with the Drawings and Specifications.

Each bid shall be submitted on a form furnished as part of the Contract Documents and must be accompanied by cash, a cashier's check, a certified check, or a BIDDER'S bond executed by an admitted California surety, or substitute pursuant to Section 995.710 of the Code of Civil Procedure, in an amount not less than ten percent (10%) of the amount of the bid, made payable to the order of or for the benefit of the CITY. The security of unsuccessful BIDDER'S will be returned by the CITY no later than sixty (60) days following the date of award. Each bid shall be sealed and delivered to the CITY at the location designated in this notice for the opening of proposals at or before the time provided in this notice. The check or bond or substitute shall be given as security that the BIDDER will enter into a contract with the CITY and furnish the required payment and performance bonds, or substitutes in lieu thereof, and certificates of insurance and endorsements if awarded the work, and will be declared forfeited if the BIDDER refuses to timely enter into said Contract or furnish the required bonds or substitutes, or certificates of insurance and endorsements if his bid is accepted.

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Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the Contract. The CITY reserves the right to solely determine the adequacy of the securities being proposed by the BIDDER and the value of those securities. The CITY shall also be entitled to charge an administrative fee, as determined by CITY in its sole discretion, for substituting equivalent securities for retention amounts. The CITY'S decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the CITY. The CITY shall be entitled, at any time, to request the deposit of additional securities of a value designated by CITY, in CITY'S sole discretion, to

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The CONTRACTOR'S license classification(s) required for this project is as follows:

Well Drilling Contractor's License – Class "C57"

These classifications are provided for information purposes only. The CITY does not warrant that all classifications required for the project are listed.

It is the CITY'S intent that "Plans", as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both the Drawings and the Specifications.

The CITY reserves the right to reject any and all bids, and to waive any and all irregularities in any bid.

Sealed proposals shall include: Bid Form (Pages B-12 through B-16); Non-Collusion Affidavit (Page B-16); Bid Bond (Pages B-17 through B-18); Listing of Similar Projects in the Last Ten Years (Pages B-19 through B-21); copies of any addenda issued; Statement of Experience of Well Drilling Contractor (Page B-22).

***Each Bidder must attend a mandatory prebidder's job walk. The Bidders may choose one of two job walks to attend. The first job walk is scheduled for 10:00 am on Wednesday, December 11th, 2024 and the second job walk is scheduled for 10:00 am on Wednesday, December 18th, 2025. The designated meeting area is at the south side of Elmo Hwy just west of Hwy 99 in McFarland, California. If necessary, contact Curtis Skaggs with Dee Jaspar & Associates, Inc. at (661) 393-4796 for directions.**

(END OF SECTION)

SECTION B
BID DOCUMENTS

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

NOVEMBER 2024

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

SECTION B

Table of Contents

Description	Page
1.0 Bidding Information	B-1
1.1 Definitions	B-1
1.2 Terms.....	B-1
1.3 Authority.....	B-1
1.4 Marking and Addressing Bid Envelope	B-1
1.5 Investigations and Reports	B-2
1.6 Award of Contract or Rejection of Bids	B-2
1.7 Time for Completion and Forfeiture Due To Delay.....	B-2
1.8 Time to Furnish Bonds, Insurance and Contract.....	B-2
2.0 Correlation and Intent of Documents	B-3
2.1 Intent of Contract Documents.....	B-3
3.0 Bid Requirements and Conditions	B-4
3.1 Securing Documents	B-4
3.2 Bid Instructions	B-4
3.3 Approximate Estimate	B-5
3.4 Interpretation of Plans and Documents	B-5
3.5 Addenda	B-5
3.6 Opening Bids	B-5
3.7 Rejection of Bids.....	B-5
3.8 Withdrawal of Bids.....	B-6
3.9 Disqualification of Bidders	B-6
3.10 Competency of Bidders	B-6
3.11 Material Warranty	B-6
3.12 Subcontractors	B-6
3.13 Modification of Bids	B-6
3.14 Discrepancies	B-6
3.15 Servicing And Maintenance.....	B-7
3.16 Intentionally Omitted	B-7
3.17 Intentionally Omitted.....	B-7
3.18 Work Performed Outside Of County.....	B-7
3.19 Contractor Experience.....	B-7
3.20 Bid Protests	B-7
4.0 Award and Execution of Contract.....	B-8
4.1 Award of Contract.....	B-8
4.2 Return of Bid Guarantees.....	B-8
4.3 Contract Bonds.....	B-8
4.4 Execution of Contract	B-8
4.5 Failure to Execute Contract.....	B-9
4.6 Notice to Proceed	B-9
Bid Form	B-10

Proposal.....	B-11
Non-Collusion Affidavit	B-15
Bid Bond	B-16
Listing Of Similar Projects Completed In the Last Ten Years	B-18
Statement of Experience of Bidder's Well Drilling Subcontractor	B-21
Guidelines for Meeting the California SRF Programs DBE Requirements	
Davis-Bacon Requirements for DWSRF Projects	

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

SECTION B
BID DOCUMENTS

1.0 BIDDING INFORMATION

1.1 DEFINITIONS

Whenever the following terms occur in the contract documents, their meaning is as follows:

CITY	City of McFarland 401 W. Kern Avenue McFarland, CA 93250
GOVERNING BODY	Board of Directors
PROJECT MANAGER	Curtis Skaggs
ENGINEER	Dee Jaspar & Associates, Inc. 2730 Unicorn Road, Building A Bakersfield, CA 93308
CONSTRUCTION ADMINISTRATION	Dee Jaspar & Associates, Inc. 2730 Unicorn Road, Building A Bakersfield, CA 93308

1.2 TERMS

Command type sentences used in the contract documents refer to and are directed to the CONTRACTOR.

1.3 AUTHORITY FOR THE WORK

The drawings, specifications, and other contract documents for the work were approved and adopted by the Governing Body of the CITY.

1.4 MARKING AND ADDRESSING BID ENVELOPE

Seal the bid in an envelope addressed to the Owner and marked:

BID FOR
CITY OF McFARLAND

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

1.5 INVESTIGATIONS AND REPORTS

The following reports which have been prepared for the CITY are available for review at the office of the ENGINEER:

None

1.6 AWARD OF CONTRACT OR REJECTION OF BIDS

Within a period of ninety (90) calendar days after the opening of bids, the Owner will accept or reject the bids.

1.7 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

Project work will be substantially completed within FORTY-FIVE (45) CONSECUTIVE CALENDAR DAYS, from and after the Notice to Proceed.

Pursuant to Government Code 53069.85, forfeiture for each day completion is delayed beyond the time allowed will be at the rate of \$500 PER DAY.

1.8 TIME TO FURNISH BONDS, INSURANCE AND CONTRACT

The Bidder hereby agrees to execute the Agreement, furnish the required bonds, insurance, and Contract within FIFTEEN (15) CALENDAR DAYS from and after the date of Award of the Contract, or within such additional time as allowed by CITY. Furthermore, the Contractor shall submit certification forms as noted under Section A "Notice Inviting Sealed Proposals (Bids)".

(END OF SECTION)

2.0 CORRELATION AND INTENT OF DOCUMENTS

2.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract Documents and to require a complete and finished piece of work. Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the Contract in a satisfactory and competent manner.

The conditions set forth in the Contract Documents are complementary, and what is called for in any one (1) shall be as binding as if called for in all.

(END OF SECTION)

3.0 BID REQUIREMENTS AND CONDITIONS

3.1 SECURING DOCUMENTS

See Contract Documents Section titled, "Notice Inviting Sealed Proposals ("Bids") for Information.

3.2 BID INSTRUCTIONS

Bids, to receive consideration, shall be made in accordance with these instructions:

Bids shall be made only upon the forms provided in the Contract Documents, with all items properly filled out. Non-erasable permanent ink shall be used; numbers shall be stated both in writing and in figures; signatures of all persons signing shall be in long-hand; and completed forms shall be without interlineations, alterations or erasures.

All Bids submitted shall include in the lump sum and/or unit prices bid, all sales or other taxes of city, county, state or federal government of every nature in effect at the time of bidding. If the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

Bids by corporations must be signed in the corporate name by a corporate officer, and the corporate seal shall be fixed by the signature. The state of incorporation shall be below the corporate name. Bids by partnerships must be signed in the partnership name and signed by a partner with title shown.

Bids shall not contain any recapitulation of the work to be done. Alternate proposals will not be considered unless specifically required by the CITY. No oral, telephonic or telegraphic proposals or modifications will be considered. Bid forms shall have no blank spaces. A bid price shall be indicated for each bid item, or the word "None" entered.

Bids must be accompanied by a certified check, cashier's check or Bidder's bond, executed on the prescribed form and made payable to the CITY in an amount not less than ten percent (10%) of the total amount bid. Such check or bid bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In case of refusal or failure to enter into the Contract, the check or bond will be retained by the CITY without any proof of actual loss.

Before submitting a Bid, each Bidder shall carefully examine and read the Plans and Specifications and other parts of the Contract Documents, visit the site of the work, be fully informed as to all existing conditions and limitations, and shall include in the Bid a sum to cover the costs of all items included and necessary to perform fully the entire Contract.

Where the CITY, or the ENGINEER have made investigations of surface and subsurface conditions in areas where work is to be performed under the Contract, such investigations were made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractor may, upon written request, inspect the records of the ENGINEER and the CITY as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the CITY.

The records of such investigations, if any, are not a part of the Contract and are made available for inspection solely for the convenience of the Bidders and Contractor. It is expressly understood and agreed by Bidder and Contractor that neither the CITY nor the ENGINEER assume any responsibility whatsoever with respect to the sufficiency or accuracy of any investigations thus made, the records

thereof, or of the interpretation set forth therein or made by the ENGINEER in their use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the Consulting Engineers' investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by Bidders and Contractor that said log of test borings does not constitute a part of the Contract, it represents only the opinion of the ENGINEER as to the character of the materials encountered in the test borings, and is included with the plans only for the convenience of Bidders and its use is subject to all of the conditions and limitations set forth in this section. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

It is the Bidder's responsibility to see that the Bid is received in proper form, time, and place. If any Bid is received after the scheduled closing time for receipt of Bids, it shall be returned to the Bidder unopened.

3.3 APPROXIMATE ESTIMATE

The quantities, if any, given in the Bid are approximate only, being given as a basis for the comparison of Bids, and the CITY does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase, decrease or omit the amount of any class or portion of the work, as may be deemed necessary or advisable by the ENGINEER.

3.4 INTERPRETATION OF PLANS AND DOCUMENTS

Any explanation desired by the Bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of Addenda to the documents and will be furnished to all Bidders who shall submit all Addenda with their Bids. Neither the ENGINEER nor any representative of the CITY is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the Bidder that he/she has placed no reliance on any such oral explanation or interpretation. However, the ENGINEER may, upon inquiry by Bidder, orally direct the Bidder's attention to specific provisions of the Contract Documents that cover the subject of the inquiry.

3.5 ADDENDA

Any written Addenda issued before or during the time of bidding shall become a part of the Plans, Specifications and/or other Contract Documents. Failure to sign the Bid form indicating receipt of Addenda may result in the Bid being determined to be nonresponsive.

3.6 OPENING BIDS

Bids will be publicly opened and read as set forth in the Invitation for Bids. In case only one Bid is received, such Bid may be properly opened and read publicly in the usual manner, and accepted at the option of the CITY. Bidders or their representatives and other interested persons may be present at the opening and reading of Bids. Once opened, Bid documents shall be subject to the provisions of the California Public Records Act.

3.7 REJECTION OF BIDS

The CITY reserves the right to waive any informality in any Bid and to reject any and all Bids.

3.8 WITHDRAWAL OF BIDS

Any Bid may be withdrawn any time prior to the time fixed for opening of Bids only by a written request filed with the CITY for the withdrawal of the Bid. The request shall be executed by the Bidder or his/her duly authorized representative. The withdrawal of the Bid does not prejudice the right of the Bidder to file a new Bid prior to time of opening. No Bids may be withdrawn after opening of Bids, except pursuant to Public Contract Code Section 5101 et seq.

3.9 DISQUALIFICATION OF BIDDERS

More than one Bid Proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid Proposal for the work contemplated will cause the rejection of all Bid Proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, any and all Bids may be rejected.

3.10 COMPETENCY OF BIDDERS

In accordance with the provisions of Chapter 9, Division 3 of the California Business and Professions Code and Section 3300 of the California Public Contract Code, Bidders must possess a State of California Contractor's License for Classification C57 which must be valid at the time of Bid, award, and completion of the Contract. All other subcontractors shall have the appropriate California Contractor's License for the work they are performing.

3.11 MATERIAL WARRANTY

Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples. The samples may be subjected to the tests provided for in the Plans and Specifications to determine their quality and fitness for the work.

3.12 SUBCONTRACTORS

Each Subcontractor, as defined in Public Contract Code Section 4113, which will perform work, labor or fabricate a portion of the work or improvement in excess of one-half of one percent ($\frac{1}{2}\%$) of the CONTRACTOR's total Bid price must be listed in the place provided, with name, address and indication of what class and portion of the work and percentage of Contract price will be done by each Subcontractor. All parts of Section 4100 through Section 4107, inclusive, of the Public Contract Code must be adhered to, including substitution and work not listed. Penalties for failure to comply with the foregoing sections of the Public Contract Code are set forth in sections 4110 and 4111 of the Public Contract Code. The CITY specifically reserves the right to determine that any listed Subcontractor is not responsible and, if it so determines, to require substitution at no additional cost to the CITY.

3.13 MODIFICATION OF BIDS

A Bidder may modify his/her Bid by written communication provided such communication is received by the CITY prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the CITY until the sealed Bid is opened.

3.14 DISCREPANCIES

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

3.15 SERVICING AND MAINTENANCE

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

3.16 INTENTIONALLY OMITTED

3.17 INTENTIONALLY OMITTED

3.18 WORK PERFORMED OUTSIDE OF COUNTY

Unless specified otherwise in the Special Conditions, the Bidder shall include in the Bid, all expenses associated with work related to testing, sampling and inspection for any fabrication of materials, parts and equipment required in the scope of this Contract which occurs outside the County of Kern. Quality control for said work shall be performed by a certified laboratory or inspection firm which shall be pre-approved by the ENGINEER. Any onsite shop inspection required by the CITY shall be performed by the ENGINEER or his/her representative at the expense of the CONTRACTOR.

3.19 CONTRACTOR EXPERIENCE

The Bidder shall have been engaged in the business of the work specified herein for a period of at least ten (10) years. The Bidder shall submit a list with contact names and phone numbers of three (3) or more agencies, CITYs, or companies for whom the Bidder has constructed similar projects. The list shall show the agencies' names and addresses, and an individual who may be contacted for reference for a project of similar scope. The individuals offered as references will be contacted. Failure to submit this list or unsatisfactory responses from the references shall, in the ENGINEER's sole judgment, be grounds for a non-responsive Bid.

3.20 BID PROTESTS

Bid Protests must be filed within 48 hours of the bid opening. If the 48 hour period ends on a weekend, or state holiday, the protest must be filed by the end of the next CITY business day. Late filed Bid Protests will not be considered and will be returned without further action. The failure to submit a Bid Protest shall be deemed a failure to exhaust administrative remedies. Likewise, the failure to raise an issue in a Bid Protest shall be deemed a failure to exhaust administrative remedies on that issue. If a Bid Protest is filed, the CITY will investigate the protest within a reasonable time period. The CITY's response to a Bid Protest is final and there will be no further action taken by the CITY.

(END OF SECTION)

4.0 AWARD AND EXECUTION OF CONTRACT

4.1 AWARD OF CONTRACT

The CITY reserves the right to reject any and all Bid Proposals. If a contract is awarded, it will be to the lowest responsive and responsible Bidder whose proposal complies with all the requirements prescribed and will be made within ninety (90) calendar days after the public opening of Bids. All Bids will be compared on the basis of the ENGINEER's estimate of the quantities of work to be done.

The CITY reserves the right to accept or reject any and all Bids for a period of ninety (90) days after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during that period, except pursuant to Public Contract Code Section 5100 et seq.

4.2 RETURN OF BID GUARANTEES

All Bid Bonds will be held until the Contract has been finally executed, after which they will be returned to the respective Bidders. The Bid Security will be forfeited to the CITY as liquidated damages without proof of loss if the Bid Proposal is accepted, a Contract based on that Bid Proposal awarded, and that Bidder fails to enter into the Contract in the form prescribed and submit the Performance and Payment Bonds, Insurance Certificates, and policies or endorsements required by the Contract Documents within fourteen (14) days after such award is made by the CITY.

4.3 CONTRACT BONDS

The successful Bidder must furnish two (2) good and sufficient bonds on forms included in these documents: the Faithful Performance Bond shall be executed in the amount of one hundred percent (100%) of the Contract price and shall guarantee faithful performance of the Contract by the CONTRACTOR; the Payment Bond shall be executed in the amount of 100 percent (100%) of the Contract price and shall guarantee payment of labor, materials and all bills and obligations arising from the performance of the Contract. These bonds shall remain in full force and effect for a period of one (1) year from the date of Notice of Completion.

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the Power of Attorney as of the date of the execution of the Surety Bond which it covers. The Contractor shall be responsible for demonstrating to the satisfaction of the CITY that the surety is an admitted California Surety.

Any and all alterations, extensions of time, extra and additional work, and other changes authorized by these Plans and Specifications may be made without securing consent of the surety or sureties on the Contract Bonds and each bond shall so specify.

Whenever any surety or sureties on any such bonds required by law for the protection of the claims of laborers and material persons become insufficient, or the CITY has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the CONTRACTOR for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the CONTRACTOR until such further bonds or additional surety has been furnished.

4.4 EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned, together with the Faithful Performance and Payment Bonds and insurance forms, in accordance with the time requirements set forth in the Contract Documents Section titled "Bid Documents".

No Bid Proposal shall be considered binding upon the CITY until the execution of the Contract by the CITY.

4.5 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract in accordance with the time requirements set forth in Contract Documents Section "Special Provisions" after the Bidder has received notice of Contract Award shall be just cause for the annulment of the award at the sole election of the CITY. If the successful Bidder refuses or fails to execute the Contract and deliver the required bonds and certificates of insurance in proper form within the fifteen (15) days, the CITY may award the Contract to another Bidder. If the successful Bidder returns the required bonds and certificates of insurance in proper form after the fifteen (15) days, and the CITY elects to award the Contract to the successful Bidder, the CITY will deduct from the Contract completion period, the number of calendar days in excess of fifteen (15) that the successful Bidder took to submit the bonds and certificates of insurance in proper form. If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within the time stated, it is agreed and stipulated between CITY and the Bidder to whom any award is made that damage has been and will be sustained by the CITY. It is further agreed by the CITY and any and all Bidders that it will be impractical and extremely difficult to fully ascertain and determine the actual damage that the CITY will sustain by such delay. Therefore, the CITY and all parties who submit a Bid under the Notice of Invitation to Bid shall be deemed to have jointly studied and attempted to estimate the damages suffered by the CITY by such delay under these circumstances and agree that the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the CITY as the sole property of the CITY for full compensation for the damages suffered by the CITY as a result of the Bidder's failure to execute the Contract and furnish the bonds and insurance as required.

4.6 NOTICE TO PROCEED

The CITY intends to issue a Notice to Proceed within ten (10) days of receipt of the executed Contract, proof of full compliance with all insurance requirements, Faithful Performance Bond, and the Payment Bond from the CONTRACTOR.

(END OF SECTION)

BID FORM

Name of Bidder: _____

Business Address: _____

_____ Phone No. _____

TO THE GOVERNING BODY OF THE

CITY OF McFARLAND

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

ADDENDA NO.

DATE ISSUED

_____	_____
_____	_____
_____	_____
_____	_____

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 person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the CITY in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL TO
CITY OF McFARLAND
FOR THE**

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SCHEDULE OF WORK ITEMS – BASE BID

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Expansion Price (in figures)
CASING HAMMER TEST WELL					
1	1	LS	Mobilization, Demobilization, and Clean-Up	\$	\$
2	900	LF	Drill Hole Using Casing Hammer Method	\$	\$
3	900	LF	Install 8-5/8" Diameter Steel Casing	\$	\$
4	12	EA	Airlift Water Samples at 15 Minutes Each	\$	\$
5	12	EA	Install Submersible Pump and Pump for Two Hours Each	\$	\$
6	1	LS	Test Hole Abandonment and Clean-Up	\$	\$
Total Project Base Bid Price				\$	
Total Project Base Bid Price (in words):					

Note:

The Contract will be awarded based on the amount of the base bid.

The quantities listed in the bid form are for bidding purposes only and are subject to change based on the actual conditions encountered in the test well drilling process. The CITY reserves the right to add or remove portions of the Contract at the unit prices listed on the Bid Schedule.

Particularly, the items pertaining to the construction of the test well depth and number of airlift and pumped water samples will be determined by the Engineer.

Elimination and or addition of items to the scope of work shall be at the CITY's sole discretion.

Acknowledgement of Addenda:

Addenda Numbers _____ are hereby acknowledged as included in this Bid.

Signature

Date

It is understood that the foregoing quantities are approximate only and are solely for the purposes of facilitating the comparison of bids, and that the CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown. The CITY may reject any or all bids. The prices listed above in the CONTRACTOR'S proposal shall include all applicable taxes for the State of California.

As required by Section 4100-4107 of the Public Contract Code, the CONTRACTOR bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each:

DIVISION OF WORK OR TRADE	NAME OF SUBCONTRACTOR	LOCATION OF MILL, SHOP, OR OFFICE

ACCOMPANYING THIS PROPOSAL IS _____ (insert the words "bidder's bond," "cashier's check," "certified check," or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of the bid, payable to the

CITY OF McFARLAND

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the CITY in case this proposal is accepted by the CITY and the undersigned fails to execute a contract with the CITY as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the CITY be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay CITY's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

<u>CONTRACTOR's License No.</u>	<u>Expiration Date</u>

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the CITY by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder:

Printed Name:

Title:

Company:

Dated:

, 2024.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

(END OF SECTION)

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says that he/she is _____ of _____ the party making the foregoing bid, 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.

Bidder

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.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

(END OF SECTION)

BID BOND

We, _____ as
Principal, and _____ as an admitted
California Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and
assigns, as set forth herein, to the

CITY OF McFARLAND

(herein called CITY) for payment of the penal sum of _____
Dollars (\$ _____), lawful money of the
United States. Principal has submitted the accompanying bid for the Drilling of a Test Water Well.

If the Principal is awarded the Contract and enters into a written contract, in the form prescribed
by the CITY, at the price designated by his bid, and files two bonds with the CITY, or substitute security in
lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful
performance, in the time and manner specified by the CITY, and carries all insurance in type and amount
which conforms to the Contract Documents and furnishes required certificates and endorsements thereof,
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the CITY from
seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure
to do any of the foregoing.

Executed on _____, 2024

PRINCIPAL

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)
Any claims under this bond may be addressed to:

(name and address of Surety)

(name and address of Surety Agent for process of
Service in California, if different from above)

(telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By: _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be an admitted California Surety authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

(END OF SECTION)

LISTING OF SIMILAR PROJECTS COMPLETED IN THE LAST TEN YEARS

1. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

2. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

3. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

4. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

5. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

6. **Project Name:** _____

Brief Description: _____

Owner: _____

Date Completed: _____

Reference with Contact Information: _____

STATEMENT OF EXPERIENCE OF WELL DRILLING CONTRACTOR

The well drilling Contractor has been engaged in the well drilling business, under the present business name, for _____ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of _____ years.

The well drilling Contractor shall state below work of a similar magnitude or character that he has done and to give references that will enable the CITY to judge his experience, skill, and business standing, and his ability to conduct the work as completely as required under the terms of the Contract. Contractor must show experience in domestic well drilling and testing.

Year	Location and Type of Work	Owner/Contact Person/Telephone/Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of

Well Drilling Contractor _____

Signature of

Bidder _____

(END OF SECTION)

SECTION C

CONTRACT

CITY OF McFARLAND

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

NOVEMBER 2024

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

SECTION C

Table of Contents

Description	Page
Contract.....	C-1
Certificate of Contractor	C-3
Performance Bond	C-4
Payment Bond.....	C-6
Contractor's Certificate Regarding Workers' Compensation Insurance	C-8
Workers' Compensation and Employers' Liability Certificate of Insurance	C-9
Workers' Compensation and Employers' Liability Insurance Endorsement	C-11
Liability Insurance Certificate of Insurance	C-12
Liability Insurance Endorsement.....	C-14
Builders' Risk "All Risk" Certificate Of Insurance	C-15
Builders' Risk "All Risk" Insurance Endorsement	C-16

CONTRACT

THIS AGREEMENT, made and entered into by and between the CITY OF McFARLAND, a Municipal Corporation under the laws of the State of California; hereinafter referred to as "CITY"

and _____,

a corporation under the laws of the state of _____;

a partnership composed of _____;

a joint venture composed of _____;

an individual doing business as _____;

hereinafter referred to as "CONTRACTOR."

CITY and CONTRACTOR agree as follows:

- (1) SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the Water System Improvement & Treatment Project – Drilling of a Test Water Well in accordance with the Plans and Specifications and other contract documents therefore.
- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in the Bid Documents of this Contract. Time is of the essence and forfeiture due to delay will be assessed as provided for in the General Provisions.
- (3) CONTRACT SUM: CITY will pay CONTRACTOR _____ in accordance with the prices shown in the Bid Form.
- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions as modified by the Special Provisions. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the Governing Body of CITY in session.
- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public entity in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
- (6) CONTRACT DOCUMENTS: The complete contract includes all the Contract Documents set forth herein, to wit: Notice Inviting Sealed Proposals (Bids), Bid Documents, Bid Form, Proposal, Non-Collusion Affidavit, Bid Bond, Contract, Performance Bond, Payment Bond, CONTRACTOR'S Certificate Regarding Workers' Compensation Insurance, Certificate of Insurance (Workers' Compensation and Employers' Liability), Insurance Endorsement (Workers' Compensation and Employers' Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), Certificate of Insurance (Builder's All Risk), Insurance Endorsement (Builder's All Risk), General Conditions, Technical Specifications, Drawings, Plans, and also addenda thereto and supplemental agreements, including Change Orders.

This Contract is executed by the CITY pursuant to an action of its Governing Body in session on _____, authorizing the same, and CONTRACTOR has caused this Contract to be

duly executed.

Dated: _____, 2025

By: _____
(Authorized Representative of CITY)

Title: _____

Dated: _____, 2025

(CONTRACTOR)

By: _____
(Authorized Representative of
CONTRACTOR)

Title: _____

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of CONTRACTOR)

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the _____ [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above-named entity.

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.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

(END OF SECTION)

PERFORMANCE BOND

We, _____ as
Principal, and _____ as
an admitted California Surety, jointly and severally, bind ourselves, our heirs, representatives, successors
and assigns, as set forth herein, to the

CITY OF McFARLAND

(herein called CITY) for payment of the penal sum of _____
Dollars (\$ _____), lawful
money of the United States. CITY has awarded Principal a contract for the Water System Improvement &
Treatment Project – Drilling of a Test Water Well.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things abide by
and well and truly keep and perform the covenants, and agreements in the said contract, and any
alteration thereof made as therein provided, on his part to be kept and performed at the time and in the
manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and
workmanship, and shall indemnify and save harmless the CITY, the ENGINEER, the CITY'S PROJECT
MANAGER, and their consultants, and each of their directors, officers, employees and agents, as therein
stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and
effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the
Contract, or the work to be performed there under, or the Plans and Specifications shall in any way affect
its obligation on this bond, and it does hereby waive notice thereof.

Executed in four original counterparts on _____, 2025 _____
PRINCIPAL

(Seal if Corporation) By: _____
Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)
Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety Agent for process of
Service in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By: _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be an admitted California Surety authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

(END OF SECTION)

PAYMENT BOND

We, _____ as
principal, and _____ as
an admitted California Surety, jointly and severally, bind ourselves, our heirs, representatives, successors
and assigns, as set forth herein, to the

CITY OF McFARLAND

(herein called CITY) for payment of the penal sum of _____
Dollars (\$ _____), lawful money of the United States. CITY has awarded
Principal a contract for the Water System Improvement & Treatment Project – Drilling of a Test Water
Well.

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of
the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work
or labor performed under the Contract or during the one-year guarantee period, or for any amounts
required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of
employees of the CONTRACTOR and his subcontractors pursuant to Section 13020 of the
Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an
amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond,
such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California
Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the
Contract, or the work to be performed there under, or the Plans and Specifications shall in any way affect
its obligation on this bond, and it does hereby waive notice thereof.

Executed in four original counterparts on _____, 2025 _____
PRINCIPAL

(Seal if Corporation) By: _____
Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____(name and address of Surety)

_____(name and address of Surety's agent for service of
process in California, if different from above)

_____(telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By: _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be and admitted California Surety authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

(END OF SECTION)

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE

Labor Code Section 3700 provides (in part):

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Dated: _____, 2025

(CONTRACTOR)

By: _____

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the CONTRACTOR with the CITY prior to performing any work under this Contract.)

(END OF SECTION)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of the General Conditions and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least ten (10) days' written notice to the CITY prior to cancellation of said policy for nonpayment of premium and thirty (30) days' written notice to the CITY prior to cancellation of said policy for any other reason.

POLICY NUMBER

EXPIRATION DATE

LIMITS OF LIABILITY

Worker's Compensation:

Statutory Limits Under the Laws of the State of California

Employers' Liability:

\$_____ Each Accident

\$_____ Disease - Policy Limit

\$_____ Disease - Each Employee

Named Insured (CONTRACTOR)

Insurance Company

Street Name and Number

Street Name and Number

City and State

City and State

By: _____
(Company Representative)

Insurance Company Agent for Service of Process in California:

Name

Company

Street Name and Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

(END OF SECTION)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the State of California, the CITY, the ENGINEER, the CITY'S PROJECT MANAGER, and their consultants, and each of their directors, officers, and employees by reason of any payment made on account of injury, including death resulting there from, sustained by any employee of the insured, arising out of the performance of the above-referenced contract.

The additional premium for this endorsement shall be _____%* of the California Workers' Compensation premium otherwise due on such remuneration.

This endorsement does not increase the Company's total limits of liability.

_____ Named Insured (CONTRACTOR)	_____ Insurance Company
_____ Street Name and Number	_____ Street Name and Number
_____ City and State	_____ City and State
	By: _____ (Company Representative)

*CONTRACTOR'S insurance company to fill in this percentage.

(END OF SECTION)

LIABILITY INSURANCE CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY that the following policies have been issued by the below-stated company in conformance with the requirements of the General Conditions and are in force at this time:

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
General Liability				General Aggregate	\$
				Products—Comp/Ops Agg.	\$
				Personal & Adv. Injury	\$
				Each Occurrence	\$
				Fire Damage (Any one fire)	\$
				Med. Expense (Any one person)	\$
Automobile Liability				Combined Single Limit	\$
				Bodily Injury (Per person)	\$
				Bodily Injury (Per Accident)	\$
				Property Damage	\$
Excess Liability				Each Occurrence	\$
				Aggregate	\$

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

The Company will give at least thirty (30) days written notice to the CITY prior to cancellation of said policy for any reason.

Named Insured (CONTRACTOR)

Street Name and Number

City and State

Insurance Company

Street Name and Number

City and State

By: _____
(Company Representative)

Insurance Company Agent for Service
of Process in California:

Name

Company

Street Number

City and State

Telephone Number

NOTICE:

Insurers must be authorized to do business and have an agent for service of process in California and have at least a A- VII rating in accordance with the most current Best's Rating Guide.

(END OF SECTION)

LIABILITY INSURANCE ENDORSEMENT

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

The State of California, the CITY, the ENGINEER, the CITY’S PROJECT MANAGER, and their consultants, and each of their directors, officers, and employees are included as additional insureds under said policy but only while acting in their capacity as such and only as respects operations of the named insured. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

This endorsement does not increase the Company’s total limits of liability.

_____ Named Insured (CONTRACTOR)	_____ Insurance Company
_____ Street Name and Number	_____ Street Name and Number
_____ City and State	_____ City and State
	By: _____ (Company Representative)

(END OF SECTION)

BUILDERS' RISK "ALL RISK" CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of the General Conditions and is in force at this time:

POLICY NUMBER

EXPIRATION DATE

LIMITS OF LIABILITY

\$ _____

Deductible: \$ _____

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

The Company will give at least thirty (30) days written notice to the CITY prior to cancellation of said policy for any reason.

Named Insured (CONTRACTOR)

Insurance Company

Street Name and Number

Street Name and Number

City and State

City and State

By _____
(Company Representative)

Insurance Company Agent for Service
of Process in California:

Name

Company

Street Name and Number

City and State

Telephone Number

NOTICE:

Insurers must be authorized to do business and have an agent for service of process in California and have at least a A- VII rating in accordance with the most current Best's Rating Guide.

(END OF SECTION)

BUILDERS' RISK "ALL RISK" INSURANCE ENDORSEMENT

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

The State of California, the CITY, the ENGINEER, the CITY'S PROJECT MANAGER, and their consultants, and each of their directors, officers, and employees are included as additional insureds, as their interest may appear, under said policy but only while acting in their capacity as such with respect to the above-referenced contract.

The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

This endorsement does not increase the Company's total limits of liability.

_____ Named Insured (CONTRACTOR)	_____ Insurance Company
_____ Street Name and Number	_____ Street Name and Number
_____ City and State	_____ City and State
	By _____ (Company Representative)

(END OF SECTION)

SECTION G
GENERAL CONDITIONS

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

NOVEMBER 2024

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

SECTION G

Table of Contents

Description	Page
1.0 Coordination of Work and Permits	G-1
1.1 Description	G-1
1.2 General Nature of Work.....	G-1
1.3 Location of Project Site.....	G-1
1.4 Work Sequence and Schedule.....	G-1
1.5 Maintenance or Operation of Existing Facilities	G-1
1.6 Construction Survey Staking	G-1
1.7 Utility Locating	G-1
2.0 Definitions and Terms.....	G-3
2.1 Definitions	G-3
3.0 Measurement and Payment.....	G-7
3.1 Work Listed In the Schedule of Work Items	G-7
3.2 Work Not Listed In the Schedule of Work Items.....	G-7
3.3 Mobilization.....	G-7
3.4 Sheeting, Shoring And Bracing	G-7
4.0 Submittals	G-8
4.1 General	G-8
4.2 Definitions	G-8
4.3 Submittal Procedures	G-8
4.4 Schedule of Submittals	G-9
4.5 Submittal Log.....	G-9
4.6 Number of Copies Required	G-9
4.7 Delivery Address	G-9
4.8 Record Copies	G-10
4.9 Plan of Operations	G-10
4.10 Construction Schedule	G-10
4.11 Shop Drawing, Product Data and Samples Submitted For Product Review.....	G-10
4.12 Substitutions or Proposed Equivalents.....	G-13
4.13 Product Information Submittals	G-14
4.14 Operation and Maintenance Manuals and Parts List	G-14
4.15 As-Built Drawings	G-15
4.16 Manufacturer's Certificates.....	G-15
Submittals – Attachment D	G-16
5.0 Construction Schedule (Bar Charts)	G-17
5.1 Submittals	G-17
5.2 Project Schedule	G-18
5.3 Narrative Progress Report.....	G-19
5.4 Cash-Flow Forecast	G-19

6.0	Inspection of the Work	G-20
6.1	Submittals	G-20
6.2	Responsibilities	G-20
6.3	Sequencing and Scheduling Of Inspections and Tests	G-21
6.4	Testing	G-21
6.5	Inspection by The Engineer	G-22
6.6	Facilities for Inspection And Testing	G-22
6.7	Rejection of Work	G-22
6.8	Final Inspection and Acceptance	G-23
	Contractor's Release – Attachment C	G-24
7.0	Construction Facilities and Temporary Controls	G-25
7.1	Submittals	G-25
7.2	Contractor's Work and Storage Yard Area	G-25
7.3	Fire Protection and Prevention	G-25
7.4	Dust Control	G-25
7.5	Light Abatement	G-26
7.6	Air Pollution Control	G-26
7.7	Noise Control	G-26
7.8	Cleaning Up	G-26
7.9	Protection of New And Existing Improvements	G-26
7.10	Restoration of Improvements	G-27
7.11	Security	G-27
8.0	Mobilization and Demobilization	G-28
8.1	Mobilization	G-28
8.2	Payment for Mobilization	G-28
9.0	Temporary Utilities and Services	G-29
9.1	References	G-29
9.2	Submittals	G-29
9.3	Water	G-29
9.4	Electricity	G-30
9.5	Telephone	G-30
9.6	Sanitation	G-30
9.7	Other Utilities	G-30
9.8	Removal of Temporary Utilities	G-30
10.0	Access, Parking, and Traffic	G-32
10.1	References	G-32
10.2	Submittals	G-32
10.3	Access to Work Site	G-32
10.4	Traffic Control	G-32
10.5	Haul Routes	G-32
10.6	Access Roads	G-33
10.7	Parking	G-33
11.0	Traffic Regulation	G-34
11.1	Description	G-34
11.2	Standard Specifications	G-34
11.3	Submittals	G-34
11.4	Measurement and Payment	G-34
11.5	General	G-34
11.6	Traffic Control Devices and Signs	G-35

12.0	Delivery, Storage, and Handling	G-36
12.1	Submittals	G-36
12.2	General	G-36
12.3	Delivery	G-36
12.4	Storage	G-36
12.5	Handling.....	G-36
13.0	Cleaning During Construction And Final Cleaning.....	G-38
13.1	General	G-38
13.2	Cleaning During Construction.....	G-38
13.3	Final Cleaning.....	G-38
14.0	Control of the Work	G-39
14.1	Authority of Engineer	G-39
14.2	Use of Materials Found On the Project Site	G-39
14.3	Conformity with Plans and Allowable Deviations	G-39
14.4	Coordination of General Conditions, Special Provisions, Plans and Drawings	G-39
14.5	Interpretation of Drawings and Specifications	G-39
14.6	Superintendence	G-40
14.7	Inspection	G-40
14.8	Final Inspection	G-40
14.9	Removal of Defective or Unauthorized Work	G-40
14.10	Equipment.....	G-41
14.11	Right of District to Terminate Contract	G-41
14.12	Contractor's Right to Terminate Contract.....	G-41
14.13	Suspension of Work	G-42
14.14	Construction Water	G-42
14.15	Erosion and Sediment Control.....	G-42
14.16	Surface Restoration.....	G-42
14.17	Pollution Control	G-43
14.18	Site Security.....	G-43
14.19	Hazardous Wastes and Unforeseen Conditions	G-43
14.20	Existing Utilities	G-44
14.21	Subcontracts.....	G-44
15.0	Control of Materials	G-46
15.1	Storage of Materials	G-46
15.2	Delivery of Materials	G-46
15.3	Materials and Equipment.....	G-46
15.4	Materials Specified	G-46
15.5	Removal of Defective or Unauthorized Materials	G-46
15.6	Submittals	G-47
15.7	Manuals and Record Drawings	G-47
15.8	Placing Work in Service.....	G-48
16.0	Warranties and Repairs	G-49
17.0	Legal Relations and Responsibilities	G-50
17.1	Laws to Be Observed	G-50
17.2	Equal Opportunity	G-52
17.3	Patents.....	G-54
17.4	Sanitary Provisions	G-54
17.5	Preservation of Property	G-54
17.6	Responsibility for Damage.....	G-54
17.7	Disposal of Materials	G-54
17.8	Contractor's Responsibility for Work	G-55

17.9	Acceptance of Contract	G-55
17.10	Property Rights for Materials	G-55
17.11	Personal Liability	G-55
18.0	Contractor's Insurance	G-56
18.1	General	G-56
18.2	Insurance Submittals	G-56
18.3	Contractor's Liability Endorsement.....	G-57
18.4	Waiver of Subrogation	G-59
18.5	Contractor's Liability Not Limited by Insurance	G-59
18.6	Compliance with State Requirements for Use of Subcontractors	G-60
19.0	Production and Progress.....	G-61
19.1	Subcontracting.....	G-61
19.2	Assignment	G-61
19.3	Delays and Time Extension.....	G-61
19.4	Temporary Suspension of Work.....	G-62
19.5	Progress Schedule and Order of Completion.....	G-62
19.6	Failure to Complete the Work in the Time Agreed Upon – Liquidated Damages	G-62
19.7	Project Quality Control.....	G-63
19.8	Safety.....	G-65
19.9	Contract Closeout.....	G-67
19.10	Guarantee and Warranty	G-69
20.0	Measurement and Payment.....	G-71
20.1	Measurement of Quantities	G-71
20.2	Scope of Payment	G-71
20.3	Change Order/Payment for Extra Work	G-71
20.4	Disputed Change Order Work Verification	G-74
20.5	Progress Payments	G-75
20.6	Right to Withhold Payments	G-77
20.7	Claims Procedures Prior to Any Legal Action	G-78
21.0	Funding Requirements	G-81
21.1	Child Support Compliance Act.....	G-81
21.2	Audit and Inspection of Books and Records	G-81
21.3	Non-Discrimination Clause	G-81
21.4	Worker's Compensation Clause.....	G-82
21.5	Drug-Free Workplace Certification	G-82
21.6	Labor Compliance	G-83
21.7	Project Signage	G-83

- Progress Payment Request Release Form
- Progress/Final Payment Release Form
- Conditional Waiver and Release Upon Progress Payment
- Unconditional Waiver and Release Upon Progress Payment
- Conditional Waiver and Release Upon Final Payment
- Unconditional Waiver and Release Upon Final Payment

1.0 COORDINATION OF WORK AND PERMITS

1.1 DESCRIPTION

This Section generally describes the project and includes work sequence and schedule, CONTRACTOR'S use of premises, maintenance and operation of existing facilities, construction survey staking, and permits.

1.2 GENERAL NATURE OF WORK

The CONTRACTOR shall provide all labor, materials, equipment and perform all operations necessary to furnish, construct, develop, and complete a Casing Hammer Test Well as specified in these Specifications and Drawings.

1.3 LOCATION OF PROJECT SITE

The project is located in the City of McFarland, County of Kern, State of California. The well site is on the south side of Elmo Highway in Section 12, T26S, R25E, M.D.B.&M.

1.4 WORK SEQUENCE AND SCHEDULE

CONTRACTOR shall begin work within fifteen (15) calendar days of the issue date of the Notice to Proceed (NTP) and shall complete the work included in the Contract within the amount of time specified in Section 1.7 of the Bid Documents, "Time for Completion and Forfeiture Due to Delay."

1.5 MAINTENANCE OR OPERATION OF EXISTING FACILITIES

All existing gas, electric, telephone, sewer, and water facilities not owned and operated by the CITY that are within the project site shall remain in continuous operation.

1.6 CONSTRUCTION SURVEY STAKING

Unless otherwise specified, the CITY will provide one set of construction stakes for the project. In the event the CONTRACTOR loses survey control, the CONTRACTOR shall pay for all replacement of survey control at no additional cost to the CITY.

1.7 UTILITY LOCATING

1. Utility companies with services in the area were contacted and utility locations were identified and indicated on the Plans. Some potholing was performed along the alignment to better identify locations, but not at all locations.
2. The CONTRACTOR shall physically locate all utilities prior to starting construction. The work shall be done in a timely manner such that adjustments in pipeline grades or alignment can be accomplished with minimal revisions to the pipeline design. The utility locating (potholing) shall be performed prior to final review of pipe fabrication shop drawings.

3. Any delays during construction caused by utilities identified on the Plans but not shown in correct locations shall be the CONTRACTOR'S responsibility. The CITY will respond to pipeline conflict questions within twenty-four (24) hours.

(END OF SECTION)

2.0 DEFINITIONS AND TERMS

2.1 DEFINITIONS

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

ACCEPTANCE, FINAL ACCEPTANCE - The formal action by the CITY Council accepting the work as being complete.

ACCEPTED BID - The bid (proposal) accepted by the CITY.

ADDENDA - A document issued by the CITY during the bidding period which modifies, supersedes, or supplements the original Contract Documents.

ALLOWANCE - "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified in the Contract Documents.

ASBESTOS - Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

BIDDER - Any individual, partnership, corporation, joint venture, or other combination thereof submitting a proposal for the work contemplated, acting directly or through an authorized representative.

CHANGE OR DEVIATION - The use of an alternative item of material or equipment that may not necessarily conform to the letter of the Contract requirements.

CHANGE ORDER - A document signed by the CONTRACTOR and the CITY and authorized by the CITY regarding an addition, deletion, or revision in the work, or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Contract.

CITY - City of McFarland or its authorized representative.

CITY INSPECTOR - The person or firm authorized by the CITY to conduct construction review or observation.

CLAIM - A separate demand by the CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the Contract and payment of which is not otherwise expressly provide for or the CONTRACTOR is not otherwise entitled to, or (c) an amount the payment of which is disputed by the CITY.

CLARIFICATION - A document issued by the CITY to the CONTRACTOR that interprets the requirement(s) and/or design intent of the Contract Documents, may not represent an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract times.

CONSULTANTS - Any individual, partnership, corporation, joint venture, or other combination thereof, performing work or services, directly or indirectly, for the CITY.

CONSULTING ENGINEER - The term "Consulting ENGINEER" means the Consulting ENGINEER or his/her authorized representative.

CONTRACT - The written agreement executed between the CITY and the CONTRACTOR covering the performance of the work.

CONTRACT TIME - The number of calendar days allowed for the completion of the work included in the Contract.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the Contract with the CITY for the performance of the work. The term "CONTRACTOR" means the CONTRACTOR or his/her authorized representative.

DAYS - Unless otherwise specified, days shall mean calendar days.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

ENGINEER - The person, agent, consultant, or employee designated by the CITY as ENGINEER authorized by the CITY, as set forth in the Contract Documents, to represent the CITY, for the purposes of administering this Contract. Assistants, if designated by the ENGINEER to act on behalf of the ENGINEER, may do so provided they are authorized by the ENGINEER.

FIELD DIRECTIVE - Written documentation of the actions of the CITY or ENGINEER in directing the CONTRACTOR. Field Directives may be in the form of supplemental Drawings or instructions which may be issued as necessary to clarify or define the intent of the Contract Drawings or Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in a Field Directive. Also referred to as a Directive.

FIELD ORDER - A written order given to the CONTRACTOR authorizing work that is a change to the scope of the Work carried out on a time and materials basis.

FINAL COMPLETION - The date when the Work is one-hundred percent (100%) complete, including completion and acceptance of all punch list corrections, as certified by the CITY.

FURNISH - The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

HAZARDOUS WASTE - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906) as amended from time to time.

HOLIDAYS - Legal Holidays shall include the following holidays designated by the CITY: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

INSTALL - The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

MAY - "May," wherever or in whatever manner used, refers to permissive actions.

MILESTONE - A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.

NOTICE OF AWARD - The written notice by the CITY to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein within the time specified, the CITY will enter into an Agreement.

NOTICE OF COMPLETION - A form signed by the ENGINEER recommending to the CITY that the Work is 100% complete, including completion and acceptance of all punch list corrections and fixing the date of Final Completion. After acceptance of the Work by the CITY's governing Council, the form is signed by the CITY and filed with the County Recorder.

OR EQUAL - Whenever material or equipment is indicated in these Specifications by stating names of proprietary items or of particular suppliers, the naming of the item is intended to establish the type, function, and quality required. The CONTRACTOR may select any of these named items for use on the Project. When the name is followed by the words "or-equal," it indicates that a substitution may be submitted for approval. An "or-equal" item serves the same function; has the same dimensions, appearance, quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the named item. Further, its substitution will have no effect on Project details, cost, and program.

PLANS, DRAWINGS - The plans (Drawings), or reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

PROJECT - The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof as indicated elsewhere in the Contract.

PROVIDE - The words "provide" or "perform," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

PUNCH LIST - List of incomplete items of work and of items of work which are not in conformance with the Contract. The list will be prepared by the ENGINEER in writing when the CONTRACTOR notifies the ENGINEER in writing that the work has been completed in accordance with the Contract Documents and is ready for the CITY'S acceptance.

REQUEST FOR INFORMATION (RFI) - A written request prepared by the CONTRACTOR requesting additional information necessary to clarify or amplify an item in the Contract Documents that the CONTRACTOR believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. An RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

REQUEST FOR QUOTATION (RFQ) - A request for a proposed cost made to the CONTRACTOR by the CITY to add, delete or change the Work. RFQ's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.

SALVAGE - All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction site by the CONTRACTOR. The exact location to stockpile items shall be determined by the ENGINEER. The ENGINEER shall then make a determination as to which items are to be retained by the CITY. All other items shall be properly disposed of at no additional cost to the CITY.

SHOP DRAWINGS (SUBMITTALS) - Shop Drawings (submittals) are Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the CONTRACTOR or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

SPECIFICATIONS - The directions, provisions, and requirements contained in the General Provisions and Technical Provisions as supplemented by the Special Provisions.

STANDARD DRAWINGS, STANDARD PLANS - That portion of the plans identified or referenced as such.

STOP NOTICE - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the CITY. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

SUBCONTRACTOR - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with the CONTRACTOR to perform any of the work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another subcontractor to perform any of the work.

SUBSTANTIAL COMPLETION - See Section 19.9 of the General Conditions, "Contract Closeout" for definition of substantial completion.

SUBSTITUTION - The use of an "or equal" item of material or equipment that meets the Contract requirements, but is not a listed manufacturer or equipment.

TECHNICAL SPECIFICATIONS - The Contract Documents identified or referenced as such.

UTILITY - Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

WORK - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the CONTRACTOR pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

WORKING DAYS - A working day is defined as any day, except Saturdays, Sundays and CITY Legal Holidays. Any work scheduled by the CONTRACTOR on non-working days (Saturdays, Sundays, and CITY Legal Holidays) shall be verified with the CITY at least seventy-two (72) hours in advance. The CITY shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

Terms: Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, direction or prescription of the ENGINEER is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the ENGINEER, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install.

(END OF SECTION)

3.0 MEASUREMENT AND PAYMENT

3.1 WORK LISTED IN THE SCHEDULE OF WORK ITEMS

1. Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.
2. The unit prices and lump-sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the contract documents.
3. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

3.2 WORK NOT LISTED IN THE SCHEDULE OF WORK ITEMS

1. The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.
2. The bids for the work are intended to establish a total cost for the work in its entirety. Should the CONTRACTOR feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

3.3 MOBILIZATION

See the Section 8.0, "Mobilization and Demobilization", of the General Conditions.

3.4 SHEETING, SHORING, AND BRACING

Payment for sheeting, shoring, and bracing for the protection of life and limb, in conformance with the applicable safety orders, shall be included in the applicable bid items.

(END OF SECTION)

4.0 SUBMITTALS

4.1 GENERAL

1. Three copies of the initial submittal log shall be submitted to the ENGINEER within fifteen (15) working days after receipt of the Notice to Proceed.
2. Three copies of the updated submittal log shall be submitted with each monthly schedule update.
3. The ENGINEER's approval of submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of the work covered by the submittal. The CONTRACTOR shall assume all responsibility for misalignments, improper fitting and deficient work due to errors in the submittals.

4.2 DEFINITIONS

1. Or-Equal – Whenever material or equipment is indicated in these Specifications by stating names of proprietary items of particular suppliers, the naming of the item is intended to establish the type, function, and quality required. The CONTRACTOR may select any of these named items for use on the project. When the name is followed by the words "or-equal," it indicates that a substitution may be submitted for approval. An "or-equal" item serves the same function; has the same dimensions, appearance, quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the named item. Further, its substitution will have no effect on project details, cost, and program.
2. Substitution – The use of an "or-equal" item of material or equipment that meets contract requirements.
3. Change or Deviation – The use of an alternative item of material or equipment that does not meet the contract requirements. In the section, the same procedure shall be followed to obtain approval as for substitutions. On the letter of transmittal, substitutions, changes, and deviations shall be noted as variations by the CONTRACTOR.

4.3 SUBMITTAL PROCEDURES

1. Accompany each submittal with a separate letter of transmittal containing the following information:
 - a. CONTRACTOR'S name and the name of Subcontractor or supplier who prepared the submittal.
 - b. The project name and identifying contract number.
 - c. Submittal number.
 - d. Description of the submittal and reference to the Contract requirement or technical specification section and paragraph number being addressed.
2. Submit the number and type of copies for each submittal and follow the procedures described below or in other paragraphs in this Section. Submit four (4) copies of submittals not covered in Section 15.6 of the General Conditions.
 - a. Designation of Superintendent: Submit three (3) copies for information. Include name, address, home telephone number and a brief resume.

- b. List of Subcontractors and Major Suppliers: Submit three (3) copies for information. Include address, telephone number and name of responsible party.
- c. Schedule of Values: Submit three (3) copies for information. No copy will be returned.
- d. Manufacturers' Affidavits. Submit three (3) copies for items specified in the Technical Specifications.
- e. Environmental Protection Plan. Submit three (3) copies for information.

4.4 SCHEDULE OF SUBMITTALS

- 1. Submit three (3) copies for information. No copy will be returned.

4.5 SUBMITTAL LOG

- 1. Prepare and maintain an accurate submittal log for the duration of the project. The log shall contain a listing of submittals and shall include the following information for each listed item:
 - a. Specification section reference.
 - b. Projected submission date.
 - c. Actual submission date.
 - d. Projected need date for approval of the submittal.
 - e. Actual return date from the ENGINEER.
 - f. Notation of the ENGINEER's response.
 - g. Notation if re-submittal or record copy is required.

4.6 NUMBER OF COPIES REQUIRED

- 1. Each Submittal: The CONTRACTOR shall furnish four (4) hard copies and one (1) electronic copy of each submittal unless specified otherwise.
- 2. Drawings: Three full sized, thirty-six inches (36") by twenty-four inches (24"), direct prints and 1 clear legible, reproducible transparency of each original drawing shall be submitted for approval before manufacture or fabrication of the respective articles.
- 3. Catalogue sheets, brochures, and other printed sheets: Four (4) copies and one (1) original shall be submitted.
- 4. Other Data: When the Specifications require the submission of certifications, mill test reports, or purchase orders, a minimum of three (3) copies shall be submitted to the ENGINEER, unless otherwise specified.

4.7 DELIVERY ADDRESS

- 1. Unless otherwise specified, submittals shall be marked for the attention of Curtis Skaggs – Engineer, and shall be delivered to Dee Jaspar & Associates' office located at 2730 Unicorn Road, Building A, Bakersfield, CA, 93308.

4.8 RECORD COPIES

1. Within ten (10) working days after approval a photo-sensitized or wash-Mylar material having a matte finish on both sides and with clear and legible lettering and delineation shall be submitted to the ENGINEER for review and acceptance. The shop, assembly, or layout drawings shall be copied directly from the correct original tracings.
2. Within 10 working days after approval an electronic copy of all drawings shall be sent to the ENGINEER for review and acceptance. All shop drawings shall be in electronic AutoCAD or compatible file format.
3. When catalogue sheets, brochures, or other printed sheets have been approved in view of drawings, electronic copies or reproducible transparencies of the printed sheets will not be required.
4. Record copies of the approved drawings shall be clean, legible without the use of magnification, and capable of producing copies that are comparable in quality to the original. Drawings which do not meet these criteria will not be accepted by the CITY. Any record drawing not accepted by the CITY shall be revised and resubmitted until it is acceptable to the CITY.

4.9 PLAN OF OPERATIONS

1. Submit three (3) copies.
2. Before beginning on site work, submit a plan showing CONTRACTOR'S intended use of the site assigned to it. Show location of enclosing fence, access points and gates. Show location for CONTRACTOR'S and Subcontractor's field offices and parking. Show location of CONTRACTOR'S and Subcontractor's work areas and storage areas.

4.10 CONSTRUCTION SCHEDULE

1. Provide a completed critical path method (CPM) construction schedules to the ENGINEER for review and acceptance as required in Section 5.0 of the General Conditions, "Construction Schedule Bar Charts."

4.11 SHOP DRAWING, PRODUCT DATA AND SAMPLES SUBMITTED FOR PRODUCT REVIEW

1. This paragraph covers submittal of Shop Drawings, Product Data and Samples required for the ENGINEER's review. All submittals are required for the ENGINEERs Review unless specifically requested for Information Only.
2. Number and type of submittals:
 - a. Shop Drawings: Submit four copies more than the number required by the CONTRACTOR. Copies in excess of four will be marked, stamped and returned to the CONTRACTOR. The CONTRACTOR shall make and distribute the required number of additional copies to its superintendent, Subcontractors and suppliers.
 - b. Product Data: Submit four (4) clear copies. One copy will be marked, stamped and returned. The CONTRACTOR shall make and distribute the required number of additional copies to its superintendent, Subcontractors and suppliers.
 - c. Samples: Submit three (3) labeled samples or three (3) sets of samples of Manufacturer's full range of colors and finishes. Comply with requirements in

Technical Specification Sections. One sample will be returned to CONTRACTOR.

3. The CONTRACTOR shall make all Product Review submittals early enough to allow adequate time for the ENGINEER's review and for manufacture and delivery to the construction site without causing delay to the Work. Submittals shall be made early enough to allow for unforeseen delays such as:
 - a. Failure to obtain Favorable Review because of inadequate or incomplete submittal or because the item submitted does not meet the requirements of the Contract Documents.
 - b. Delays in manufacture.
 - c. Delays in delivery.
4. Content of Submittals:
 - a. Each submittal shall include all of the items and material required for a complete assembly, system or Specification Section. Each item in every submittal shall be labeled with the Specification Section and paragraph number under which the item is specified.
 - b. Submittals shall contain all of the physical, technical and performance data required by the Specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
 - c. Include information on characteristics of electrical or utility service required and verification that requirements have been coordinated with services provided by the work and by other interconnected elements of the work.
 - d. Provide verification that the physical characteristics of items submitted, including size, configuration, clearances, mounting points, utility connection points and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
 - e. Label each Product Data Submittal, Shop Drawing and Sample with the information required in paragraph K of this Section of the Technical Provisions. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
 - f. Additional requirements for Product Review submittals are contained in the Technical Provisions Section.
 - g. Designation of work as "NIC" or "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the CONTRACTOR rather than the Subcontractor or supplier who has prepared the Shop Drawings.
5. Compatibility of Equipment and Material:
 - a. Verify that items contained in the same or in different submittals meet the requirements of the Technical Provisions.
6. Requirements for CONTRACTOR Designed Items and for First Specified (Named) Items.

- a. Verify that items meet the requirements of the Technical Provisions.
7. Submittals that contain deviations from the requirements of the Contract Documents shall be accompanied by a separate letter explaining the deviations. The CONTRACTOR'S letter shall:
- a. Cite the specific Contract requirement including the Specification Section and paragraph number for which approval of a deviation is sought.
 - b. Describe the proposed alternate material, item or construction and explain its advantages and/or disadvantages to the Owner.
 - c. State the reduction in Contract Price if any that is offered to the Owner.
8. ENGINEER's Review Procedure and Meaning:
- a. The ENGINEER will stamp and mark each Product Review submittal prior to returning it to the CONTRACTOR. The ENGINEER shall have twenty-one (21) calendar days from the date of receipt to review a submittal. The stamp will indicate whether or not the review was favorable and what action is required of the CONTRACTOR. Review categories "No Exceptions Taken" and "Make Corrections Noted" both indicate Favorable Review.
 - b. The ENGINEER's Favorable Review is contingent on the CONTRACTOR'S warranties required by General Conditions.
 - c. Favorable Review is also contingent on:
 - (1) The compatibility of items included in a submittal with other related or interdependent items included in previous or future submittals.
 - (2) Future submittal of items related to or required to be part of this submittal that was not included with this submittal.
 - (3) Favorable Review of a submittal does not constitute approval or deletion of items required as part of the submittal but not included with the submittal. Favorable Review of items included in the submittal does not constitute deletion of specified features, options or accessories that were not included in the submittal.
 - d. The action required by the CONTRACTOR for each category of review is as follows:
 - (1) NO EXCEPTIONS TAKEN. NO RESUBMITTAL REQUIRED.
 - (2) MAKE CORRECTIONS NOTED.
 - (3) NO RESUBMITTAL REQUIRED. The CONTRACTOR shall make corrections noted prior to manufacture.
 - (4) PARTIAL RESUBMITTALS REQUIRED. The CONTRACTOR shall submit related accessory or optional items as noted which are required but were not included with the submittal and/or shall resubmit unsatisfactory portions or attributes of items as noted. The CONTRACTOR may proceed to manufacture those portions of the submittal that will be unaffected by required resubmittals.

- (5) AMEND AND RESUBMIT. The CONTRACTOR shall amend and resubmit the submittal as noted or required to comply with the Contract Documents.
- (6) REJECTED - RESUBMIT. The item submitted does not comply with the Contract Documents in a major way. Resubmit items that comply with the requirements of the Contract Documents.
- e. The letter of transmittal accompanying the returned Product Review submittal may contain numbered notes. Marking a corresponding number on a Shop Drawing or Product Data submittal shall have the same effect as applying the entire note to the submittal.
- 9. Resubmittals that contain changes that were not requested by the ENGINEER on the previous submittal shall be accompanied by a letter explaining the change.
- 10. Favorable Review Required Prior to Proceeding.
 - a. Do not proceed with manufacture, fabrication, delivery or installation of items prior to obtaining the ENGINEER's Favorable Review of Product Review submittals.
- 11. Intent and Limitation on ENGINEER's Review:
 - a. The CONTRACTOR has primary responsibility for submitting and providing work that complies with the requirements of the Contract Documents. That responsibility cannot be delegated in whole or in part to Subcontractors or suppliers. Neither the ENGINEER's Favorable Review nor the ENGINEER's failure to notice or comment on deficiencies in the CONTRACTOR'S submittal shall relieve the CONTRACTOR from the duty to provide work which complies with the requirements of the Contract Documents.

4.12 SUBSTITUTIONS OR PROPOSED EQUIVALENTS

- 1. Comply with the submittal requirements for Shop Drawings, Product Data, and Samples submitted for Product Review.
- 2. Time of Submittal:
 - a. Submittal of Proposed Equivalents shall be made within thirty-five (35) days of the Notice to Proceed. The ENGINEER may agree to a later submittal date if requested in writing within 35 days of the Notice to Proceed. The request shall identify the item, give the Specification reference, and proposed manufacturer and model number of the item that will be submitted and the proposed submittal date.
 - b. The ENGINEER's agreement to a later submittal date shall be in writing and shall not be construed as Favorable Review or acceptance of the manufacturer or item proposed.
- 3. Content of submittals shall be the same as that required for Product Data, Shop Drawings and Samples submitted for Product Review. In addition, the ENGINEER may request that the CONTRACTOR provide information on several recent similar installations of the item to verify its suitability. The information shall include the project name and location, the Owner's name, address, telephone number and name of a knowledgeable person to contact for information on performance of the product.

4. When the CONTRACTOR has listed a specific maker's products on its Bid, no changes will be permitted without submittal of acceptable evidence justifying the change and the ENGINEER's written approval.
5. If a non-equivalent substitute is submitted for review, it shall be accompanied by a proposed reduction in Contract Price which shall include the increased cost of engineering service required to evaluate the proposed substitute (which shall be paid to the Owner whether or not the substitute is accepted) plus the greater of 1) the difference in price between the first specified item and the item submitted and 2) the difference in value to the Owner between the two items.

4.13 PRODUCT INFORMATION SUBMITTALS

1. Submit three copies. No copies will be returned.
2. Product Information submittals are required for the Owner's permanent records and will be used for future maintenance, repair, modification or replacement work. Product Information submittals will be examined only to verify that the required submittals have been made; they will NOT BE REVIEWED for compliance with the Contract Documents.
3. Make Product Information submittals prior to delivering material, products or items for which Product Information submittals are required.
4. The CONTRACTOR has the sole and exclusive responsibility for furnishing products and work that meets the requirements of the Contract Documents.
5. The ENGINEER reserves the right to comment on any submittal and to reject any product or work delivered, installed or otherwise at any time that the ENGINEER becomes aware that it is defective or does not meet the requirements of the Contract Documents.

4.14 OPERATION AND MAINTENANCE MANUALS AND PARTS LIST

1. Submit three complete sets. Bind each copy in one or more "D" ring, 8-1/2x11, 3-ring binders with clear view spine and cover, National 79-692(3), K&M or equal. Prepare Titles for the spine and cover and a Table of Contents listing each piece of equipment. Organize the contents by Specification Section and paragraph number under which the equipment was specified. Provide labeled tab separators for each major item or group of smaller similar items. When standard manufacturer's literature is used highlight or mark all copies to show specific items and options provided.
2. Provide operation and maintenance manuals and parts list for all equipment furnished under this contract. Comply with the detailed requirements in Technical Provisions. Include instructions for delivery, storage, assembly, installation, lubrication, adjusting, start-up, operation and maintenance.
 - a. For all equipment include:
 - (1) Startup instructions.
 - (2) Normal operation instructions.
 - (3) Trouble shooting instructions.
 - (4) Lubrication instructions.
 - (5) Maintenance and reinstallation instructions.

- (6) Parts identification.
 - (7) List of spare parts recommended to have on hand.
 - (8) Operator safety instructions.
- b. For all Electrical Equipment, provide the following additional information:
 - (1) Equipment ratings.
 - (2) Calibration curves and rating tables if appropriate.
- c. For Complex Equipment provide in addition:
 - (1) Alternate specified operating modes.
 - (2) Emergency shutdown instructions.
 - (3) Normal shutdown instructions
 - (4) Long-term shutdown instructions
- d. Operation and maintenance manuals for systems composed of separate pieces of equipment shall include a system explanation of items 1, a, b, and c, and 3a through c, as well as the instructions for each separate piece of equipment.

2. Submit with Final Submittals.

4.15 AS-BUILT DRAWINGS

- 1. Provide a complete set of construction as-built drawings to the ENGINEER for review and acceptance.

4.16 MANUFACTURER'S CERTIFICATES

- 1. Submit three (3) copies.
- 2. When specified in Technical Provisions, submit manufacturers' certificate to ENGINEER for review. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate. Certificates may be recent or previous test results on material or Product, but must be acceptable to the ENGINEER.

(END SECTION)

ATTACHMENT D

LETTER OF TRANSMITTAL
FOR SUBMITTAL NO.

CONTRACTOR:

ADDRESS:

PHONE:

FAX:

TO: Dee Jaspar & Associates, Inc.
2730 Unicorn Road, Building A
Bakersfield, CA 93308

DATE: _____

CONTRACT NO: _____

SPEC.NO: _____

PROJECT: _____

WE ARE SUBMITTING THE ENCLOSED:

SHOP DRAWING

EQUIPMENT DATA

MATERIAL DATA

SAMPLES

CERTIFICATION OF COMPLIANCE

OTHER

FOR YOUR:

APPROVAL

INFORMATION

PLEASE RETURN _____ COPIES FOR OUR RECORDS

ITEM NO.	DESCRIPTION OF ITEM	NO. OF COPIES	CONTRACT REFERENCE SPEC. SECTION OR DRAWING SHEET NO.	VARIATION

REMARKS: All deviations from the construction contract shall be explained in detail.

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the Contract Drawings and Specifications except as otherwise stated.

NAME/SIGNATURE OF CONTRACTOR

DISPOSITION:

- ☐ **APPROVED** **REVIEWED-NO CORRECTIONS NOTED**
☐ **APPROVED AS REVISED** **REVIEWED-CORRECTIONS NOTED-NO RESUBMITTAL REQUIRED**
☐ **RETURNED FOR REVISION** **REVIEWED-RESUBMITTAL REQUIRED**

SEE ATTACHED SHEET FOR COMMENTS

SIGNATURE AND TITLE OF APPROVING AUTHORITY

DATE _____

5.0 CONSTRUCTION SCHEDULE (BAR CHARTS)

5.1 SUBMITTALS

1. Project schedule submittals shall consist of FOUR (4) paper copies, eight and one-half inches (8 ½") by eleven inches (11") or eleven inches (11") by seventeen inches (17") inches and an electronic copy on CD format.
2. Baseline Project Schedule:
 - a. The CONTRACTOR shall submit the baseline project schedule within TEN (10) working days after receipt of the Notice to Proceed.
 - b. The ENGINEER will meet with the CONTRACTOR to review and discuss the proposed schedule within ten (10) working days of the meeting. At this meeting, the ENGINEER will inform the CONTRACTOR if the schedule is acceptable or if it must be revised and resubmitted.
 - c. In the event that correction of the baseline project schedule is required, the CONTRACTOR shall resubmit four (4) copies of the schedule with the corrections within 10 working days of the meeting. The ENGINEER will meet with the CONTRACTOR to review and discuss the schedule within ten (10) working days after receipt of the resubmittal. At this meeting, the ENGINEER will inform the CONTRACTOR if the Schedule is acceptable or if it must be revised and resubmitted.
3. Updates of the Project Schedule:
 - a. The updated project schedule shall be submitted by the 20th of each month.
4. Narrative Progress Report:
 - a. The CONTRACTOR shall submit four (4) copies of the monthly narrative progress report by the 20th of each month.
5. Failure to submit each package by the required date may result in a reduction in progress payment by CITY for the corresponding month.
6. Look-Ahead Schedule: Look Ahead Schedule shall be submitted weekly. When a project meeting is scheduled, the Look Ahead Schedule shall be submitted at least twenty-four (24) hours prior to the meeting. The number of copies submitted and the payout and format of the look-ahead schedule shall be acceptable to the ENGINEER.
7. Cash-Flow Forecast:
 - a. The CONTRACTOR shall submit the initial cash-flow forecast within ten (10) working days after receipt of the Notice to Proceed.
 - b. The CONTRACTOR shall submit a revised cash-flow forecast when the monthly pay estimate varies from the current cash-flow projection by more than fifty percent (50%), or the cumulative payment to date varies from the forecast by more than twenty percent (20%).
 - c. The CONTRACTOR shall provide 4 copies of all cash-flow forecast submittals on 8½-inch by 11-inch paper and an electronic copy on 3.5-inch disk in a file format specified by the CITY.

5.2 PROJECT SCHEDULE

1. The CONTRACTOR shall provide a critical path method (CPM) computer generated construction schedule using Suretrak, Microsoft Project, or equal software that has the capability of producing a Gantt chart.
2. The CPM schedule shall show in detail the CONTRACTOR'S plan of operations of the project. The degree of detail shall be to the satisfaction of the ENGINEER and shall include:
 - a. The project's critical path and significant project milestones.
 - b. The means, methods, and sequences for performing work.
 - c. Mobilization of plant and equipment.
 - d. Submission and approval of critical submittals.
 - e. Propose shutdowns and durations of existing facilities.
 - f. Fabrication and delivery of critical equipment and materials.
 - g. Approvals and permits required by regulatory agencies or other third parties.
 - h. Access to and availability of work areas.
 - i. Identification of interfaces and dependencies with preceding, concurrent, and follow-on CONTRACTORS.
 - j. Specified project phasing, milestones, and completion dates.
 - k. Testing.
 - l. The activities of the ENGINEER that may affect progress or affect required dates for completion of all or part of the work, including delivery of CITY-furnished equipment.
3. Revisions to the Baseline Project Schedule:
 - a. The CONTRACTOR shall immediately advise the ENGINEER of proposed or required changes in the schedule logic, changes in the critical path or delays to the progress of the work.
 - b. The CONTRACTOR shall furnish a revised schedule within ten (10) days of the event giving rise to such claim. A narrative description of the change, the necessity for the change, the impact of the change to the specified project milestones, and the cost to CITY if the revised schedule is accepted, shall be enclosed.
 - c. Within thirty days after the CONTRACTOR submits to the CITY a written request for an extension of time, the ENGINEER shall return a written recommendation for the extension of time justified.
 - d. The CONTRACTOR shall furnish a final revised schedule within ten (10) days of the award by the ENGINEER of an adjustment in the time of completion of the work.

4. Monthly Project Schedule Updates:

- a. The CONTRACTOR shall update the current project schedule monthly to show:
- (i) Actual activity-start dates.
 - (ii) Actual activity-completion dates.
 - (iii) Estimated duration, in working days, to complete each activity that is started but not completed.
 - (iv) Actual total progress achieved to date on each activity in percent.
 - (v) Non-working days granted by the ENGINEER.

5.3 NARRATIVE PROGRESS REPORT

1. As part of the monthly updating process, the CONTRACTOR shall prepare a narrative progress report. The report shall describe the physical progress during the report period, the CONTRACTOR'S plan for continuing the work during the forthcoming report period, and actions planned to correct work that is behind schedule. The report shall also provide a discussion of potential delays and problems and their impact on performance and the overall project completion date.
2. If the project falls behind schedule by more than twenty (20) workings days, the report shall contain proposed alternatives for schedule recovery.

5.4 CASH-FLOW FORECAST

1. The CONTRACTOR shall use any reasonable system to develop a cash-flow analysis that depicts the estimated cash expenditures in the aggregate, by month, over the life of the project. The CONTRACTOR shall provide data in both tabular and graphic display form.

(END OF SECTION)

6.0 INSPECTION OF THE WORK

6.1 SUBMITTALS

1. Orders: The CONTRACTOR shall submit, as soon as issued, three (3) copies of orders placed outside the CONTRACTOR'S plant for articles or materials to be incorporated in the work.
2. When requested by the ENGINEER, the CONTRACTOR shall furnish the ENGINEER such additional information as may reasonably be required regarding the character of the materials and the progress of their procurement, including copies of invoices, bills of lading, and shipping lists on all articles and materials for use on the work.
3. Test Report and Certifications:
 - a. Where certifications or mill-test reports are required, the CONTRACTOR shall submit three (3) complete, certified copies.
 - b. Certifications shall show chemical composition, mechanical properties, or other characteristics of the materials to be used in the work.
 - c. Material specified by a referenced standard shall be certifiable by the mill or manufacturer under that standard.
 - d. The testing, analysis, and certification shall be the responsibility of the CONTRACTOR.
4. Notices of Fabrication: The CONTRACTOR shall submit a separate notice of fabrication for each fabricated article and material.
 - a. For articles and materials fabricated outside Southern California, the CONTRACTOR shall submit the notice fourteen (14) days before starting fabrication.
 - b. For articles and materials fabricated within Southern California, the CONTRACTOR shall submit the notice five (5) days before starting fabrication.

6.2 RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for full compliance with every requirement of the contract documents and shall ensure that the work is in full accordance with these requirements. At all times, the CONTRACTOR'S work will be subject to rigid inspection by the ENGINEER. Whether discovered by the CONTRACTOR or the ENGINEER, nonconforming work shall be corrected or replaced by the CONTRACTOR.
2. For convenience, materials or equipment to be incorporated in the work may be designated in the Specifications by a trade name or the name of a manufacturer and the manufacturer's catalog item number information. Materials, articles, or equipment, even if supplied by a manufacturer designated in the Specifications, shall be accepted only if the items meet all other specification requirements.
3. The CONTRACTOR shall furnish all tools, equipment, materials, supplies, and manufactured articles necessary or required for the performance and completion of the work included in the Contract, except for materials and equipment specified to be furnished by the CITY. The materials, articles, and equipment provided for permanent installation in the work shall be new and shall be in accordance with these Specifications.

4. The CONTRACTOR shall perform quality control on suppliers, manufacturers, products, services, site conditions, and workmanship to ensure that work conforms to the contract documents. The CONTRACTOR shall be prepared to document its quality control activity.
5. The CONTRACTOR shall require and ensure conformance with specified standards as a minimum quality for the work. When more stringent tolerances, codes, or specified requirements are required by a particular manufacturer or a particular item of work, the higher standards or more precise workmanship shall be provided.
6. The ENGINEER's inspections and tests are for the sole benefit of the CITY and shall not:
 - a. Relieve the CONTRACTOR of responsibility for providing adequate quality control measures.
 - b. Relieve the CONTRACTOR of responsibility for damage to or loss of the material before acceptance.
 - c. Constitute or imply acceptance.
 - d. Affect the continuing rights of CITY after acceptance of the completed work.
7. The CONTRACTOR shall be responsible for adjustments, corrections, or repairs found necessary after the delivery or installation of materials and articles.
8. Unidentified materials shall not be used in the work, including work at fabrication plants.

6.3 SEQUENCING AND SCHEDULING OF INSPECTIONS AND TESTS

1. The CONTRACTOR shall fully advise the ENGINEER regarding progress of the work in its various parts.
2. The CONTRACTOR shall furnish and prepare the required samples and test specimens ready for testing in time for the necessary tests and analysis.
3. Where the Specifications require work to be tested or approved, it shall be tested only in the presence of the ENGINEER.
4. The ENGINEER shall be given timely notice of the CONTRACTOR'S readiness for inspection and test. The length of advance notice shall be appropriate for the complexity of the inspection or test, the availability of the ENGINEER's staff, and the location of the inspection or test, but in no case shall less than twenty-four (24) hours advance notice be given.

6.4 TESTING

1. Materials and articles that are to be included in the works shall be subject to testing for conformance with the Specifications and Drawings.
2. When not otherwise specified, sampling and testing shall be in accordance with the methods prescribed in the current standards of ASTM applicable to the class and nature of the articles or materials considered. However, the ENGINEER will have the right to use any generally accepted method of testing that will ensure that the quality of materials, articles, or work is in full accord with the Specifications and Drawings.

3. The ENGINEER will have the right to select, test, and analyze, at the expense of the CITY, additional test specimens of the materials to be used. Results of these tests and analyses will be considered with the results of other tests or analyses, whether performed by the ENGINEER or the CONTRACTOR, to determine compliance with the applicable specifications for the materials.

6.5 INSPECTION BY THE ENGINEER

1. Materials and articles that are to be included in the work shall be subject to rigid inspection by the ENGINEER for conformance with the Specifications and Drawings. The CONTRACTOR shall plan for the inspections to be continuous, repetitive, and detailed.
2. Orders for materials, articles, and equipment shall note that the articles, materials, and equipment are subject to inspection and acceptance by the CITY, both during manufacture or fabrication and after delivery to the site.
3. When practicable and convenient for the ENGINEER, inspection will be made during the manufacture of the articles and equipment.
4. The location, alignment, grade, plumb, and other physical characteristics of formwork for concrete, items to be embedded in concrete and permanent improvements shall be subject to rigid survey verification.
5. Materials or articles shall not be incorporated in the work until they have been inspected by the ENGINEER.
6. After testing, work shall be covered or backfilled only with the approval of the ENGINEER.

6.6 FACILITIES FOR INSPECTION AND TESTING

1. The CONTRACTOR shall furnish the facilities, utilities, and assistance necessary for the safe and convenient performance of inspections and tests required by the Specifications or by the ENGINEER.
2. The CONTRACTOR shall provide adequate lighting, access, and ventilation for a safe working environment for inspections and tests.
3. The CONTRACTOR shall cooperate with the ENGINEER's staff in the performance of their respective duties and shall provide qualified personnel to assist with the performance of tests and inspections by them.
4. When the Specifications require tests or inspections to be performed by the CONTRACTOR, the CONTRACTOR shall provide qualified personnel to perform them.

6.7 REJECTION OF WORK

1. The ENGINEER will have the right, at all times and in all places, to reject articles or materials to be furnished for the project that fail to meet the requirements of these Specifications. This shall be regardless of whether the defects in these articles or materials are detected at the point of manufacture or after completion of the work at the site.
2. The ENGINEER will be the sole judge as to the acceptable quality of materials, articles, and work. However, where the ENGINEER, through an oversight or otherwise, accepts material, articles, or work that is defective or that is contrary to the Specifications, the

material, article, or work, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the ENGINEER.

3. Promptly after notification of rejection by the ENGINEER, the CONTRACTOR shall remove rejected portions or items of materials, articles, or work to a satisfactory distance from the vicinity of accepted items and shall replace them.

6.8 FINAL INSPECTIONS AND ACCEPTANCE

1. Finals inspections for acceptance of materials, articles, equipment, and work will be made at the completion of all contract work.
2. A minimum of ten (10) working days prior to the estimated completions of the work, the CONTRACTOR shall notify the ENGINEER in writing of the pending completion of the entire work or an agreed portion thereof. The CONTRACTOR shall include with the notice a complete list of work items remaining to be completed.
3. On or about the CONTRACTOR'S estimated completion date, the ENGINEER will make a thorough inspection of the entire work. Defects or deficiencies noted during this inspection will be reported to the CONTRACTOR in writing.
4. If the ENGINEER determines the work to be complete, it will be accepted. If defects or deficiencies are noted during this inspection, they will be reported in writing to the CONTRACTOR. When the CONTRACTOR notifies the ENGINEER of the correction of these items, another final inspection will be scheduled.

(END OF SECTION)

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7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

7.1 SUBMITTALS

1. Drawings: The CONTRACTOR shall submit drawings showing the methods of temporary support and protection, along with calculations for the types of support structures of pipelines, utilities, and structures to remain in place or whose initial or subsequent alignment will be temporarily changed during construction.
2. Leases: If the CONTRACTOR elects to store materials or equipment at warehouses or yards on lands not owned by CITY, a copy of all leases shall be submitted.

7.2 CONTRACTOR'S WORK AND STORAGE YARD AREA

1. The CONTRACTOR shall locate offices, employee parking, storehouses, and storage areas for materials and equipment in the work and storage area.
2. The CONTRACTOR shall be responsible for the care of materials and equipment stored in the work and storage yard areas and warehouses, and for the proper maintenance of fencing and structures.
3. If the CONTRACTORS elect to store materials or equipment at warehouses or land not owned by the CITY, the lease or leases for such premises shall provide that the lesser notify the CITY immediately upon the CONTRACTOR'S default in the payment of rent on one or more of the leases.
 - a. CITY shall have the right to make payment of rent on behalf of the CONTRACTOR, shall be entitled to withhold from payments due the CONTRACTOR the amount paid, and shall, in addition, be entitled to withhold a sum sufficient to reimburse the CITY for expenses incurred in making the rent payments.
 - b. A copy of all leases for yards or storehouses shall be submitted to the ENGINEER at the time of execution of the Contract or when the lease is executed whichever occurs last.

7.3 FIRE PROTECTION AND PREVENTION

1. All materials to be incorporated into the work shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, and other equipment required by local jurisdictions shall be provided for fighting fires.
2. The exhaust pipes of internal combustion engines used in the work shall be equipped with approved spark arresters.

7.4 DUST CONTROL

1. The CONTRACTOR shall provide effective measures to prevent operations from producing dust in amounts damaging to personnel, property, plants, or animals, and to prevent causing a nuisance to persons living or occupying buildings in the vicinity.
2. Areas used by the CONTRACTOR for construction roads or other purposes in connection with the work shall be given an approved dust inhibiting surface treatment to avoid production of dust. This surface condition shall be continuously maintained during the entire construction period. The CONTRACTOR'S construction facilities shall be operated in a manner ensuring minimum dust production.

3. Trucks transporting soil, or cement, or debris shall be covered or moistened with water to suppress the dispersion of dust.
4. CONTRACTOR'S construction operations shall be in compliance with his Dust Control Permit at all times during the project.

7.5 LIGHT ABATEMENT

1. The CONTRACTOR shall exercise special care to direct floodlights to shine downward at an angle less than horizontal. These floodlights shall also be shielded to avoid a nuisance to the surrounding areas. No lighting shall include a residence in its direct beam. The CONTRACTOR shall correct lighting nuisance whenever it occurs.

7.6 AIR POLLUTION CONTROL

1. The CONTRACTOR shall not discharge smoke, dust, or other air contaminants into the atmosphere in a quantity that exceeds the legal limit.
2. The CONTRACTOR shall maintain equipment in proper mechanical adjustment to minimize the volume of exhaust emissions.

7.7 NOISE CONTROL

1. The CONTRACTOR shall conduct operations to abate noise and to minimize noise where complete abatement is not possible.
2. To limit noise, construction vehicle equipment shall be kept in proper working order for the duration of the construction activities.

7.8 CLEANING UP

1. During all phases of construction, including suspensions of the work, and until final acceptance the CONTRACTOR shall keep the site clean and free from rubbish and debris.
2. Upon completion of the work and before the final estimate is submitted, the CONTRACTOR shall satisfactorily dispose of or remove from the vicinity of the work all plants, buildings, rubbish, unused materials, concrete forms, and other equipment and materials used during construction.
3. If the CONTRACTOR fails to maintain the premises in a neat and clean condition or fails to remove and dispose of rubbish or materials at the completion of the project, the area may be cleaned and materials, equipment, and rubbish may be removed and disposed of by the CITY at the CONTRACTOR'S expense.
4. The CONTRACTOR will not be permitted to use CITY'S trash bins for disposal of trash or rubbish.

7.9 PROTECTION OF NEW AND EXISTING IMPROVEMENTS

1. The general locations of existing utility installations shown on the Drawings are those that are known to exist, but this listing shall not be construed as a complete listing.
2. Where existing piping, utilities, and structures are to remain in place, these facilities shall be temporarily supported and protected until the work has been completed, and compacted backfill has been placed to fully support them. Facilities adjacent to the work

shall be protected in place when excavating in their vicinity. The support system shall prevent movement, dislocation, and deflection of the piping, utilities, and structures at all times. Supports and protection shall be designed by a Civil Engineer currently registered in the State of California and shall be acceptable to the CITY of the improvement.

3. The CONTRACTOR shall cover and protect open holes at all times.

7.10 RESTORATION OF IMPROVEMENTS

1. Upon completion of the work, the CONTRACTOR shall reconstruct existing roads to a condition equivalent to that which existed before the start of work.

7.11 SECURITY

1. The CONTRACTOR shall prevent unauthorized personnel or vehicular entry into the project site.
2. The CONTRACTOR shall be responsible for providing security within the work site as the CONTRACTOR deems necessary for the protection of its own equipment, materials, or work from vandalism or theft. CITY will not be responsible for theft or damage to the CONTRACTOR'S equipment, materials, or work.

(END OF SECTION)

8.0 MOBILIZATION AND DEMOBILIZATION

8.1 MOBILIZATION

Mobilization shall include moving onto the site; payment for bonds, ordering major equipment; furnishing construction equipment; and furnishing and erecting drilling equipment, temporary buildings, and other construction facilities for the performance and completion of the work and further specified in the Technical Specifications.

8.2 PAYMENT FOR MOBILIZATION

1. As soon as practicable after receipt of the Notice to Proceed, the CONTRACTOR shall submit a breakdown showing the relative value of each major component of mobilization and demobilization, including furnishing bonds, where the total of all these values is equal to the amount of Item No. 1 in the section titled "Schedule of Work Items" in the Bid Documents. This breakdown, when approved by the ENGINEER, shall be the basis for determination of percentage completion and progress payments for mobilization.
2. Progress payments for mobilization will be made on a percentage of completion basis of the price name in the "Bid Form" under Item No. 1.
3. The maximum amount allowed for Mobilization and Demobilization shall not exceed seven and one-half percent (7 ½ %) of the total bid.

(END OF SECTION)

9.0 TEMPORARY UTILITIES AND SERVICES

9.1 REFERENCES

1. General
 - a. The publications listed below form a part of this specification to the extent referenced.
 - b. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
2. National Fire Protection Association (NFPA)
 - a. National Electrical code (NEC).

9.2 SUBMITTALS

1. Plans: A plot plan drawing of temporary utility layouts shall be submitted to the ENGINEER's field office. A single line diagram of the temporary construction power system shall be included.
2. Permits: The CONTRACTOR shall obtain and pay for all permits for temporary utilities and shall submit one copy of each permit to the ENGINEER's field office.

9.3 WATER

1. CITY will furnish reasonable quantities for use in construction free of charge to the CONTRACTOR at locations designated by the ENGINEER and under the following terms and conditions:
 - a. The CONTRACTOR shall conserve water supplies and shall install approved meters to provide CITY with records of the volume of water used. Undue waste of water will be reason for CITY to close these sources to further use by the CONTRACTOR.
 - b. The method of pumping and the capacity and condition of pumps used by the CONTRACTOR shall be subject to the ENGINEER's approval.
 - c. The water sources to be designated by the ENGINEER will provide treated and untreated water. However, in permitting the use of water, no representation is made that water will always be available from that source. During system shutdowns or other similar occasions, water may not be available for the CONTRACTOR'S use. At these times, the CONTRACTOR shall provide water from its own sources.
2. The CONTRACTOR shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for claims or damage resulting from its use.
3. The CONTRACTOR shall provide and operate pumping plants, pipelines, valves, hydrants, storage tanks, and other equipment necessary to store and convey an adequate supply of water from the source to each work area. The design of the storage and conveyance system shall include consideration of the CONTRACTOR'S plan for fire protection. A reduced-pressure-principle backflow preventer or air gap shall be installed by the CONTRACTOR at each connection point of the CONTRACTOR'S water supply

system to the source. The backflow preventer shall be tested by a certified backflow preventer assembly tester, and a copy of the report shall be provided to the ENGINEER. The CONTRACTOR shall provide secondary containment for canal-side pumps to ensure that no oil or other contaminants enter the water supply.

4. Treated and untreated water supply outlets shall be labeled in accordance with applicable laws and regulations.

9.4 ELECTRICITY

1. Electrical Power: The CONTRACTOR shall provide the power required for its operations. The CONTRACTOR shall provide and maintain, in good order, power equipment and installations to perform the work required.
 - a. Construction Lighting: When work is permitted to be conducted at night or under conditions of deficient light, the work area shall be suitably lighted to afford adequate illumination for performance and inspection of the work. Lighting for construction activities shall be directed away from residential areas, public highways, and roads.
2. Construction Electrical Wiring and Equipment: Construction electrical wiring and equipment shall be in accordance with CCR Title 8 and NEC.

9.5 TELEPHONE

1. The CONTRACTOR shall provide and maintain the telephone equipment and service required for its operations. At all times during the progress of the work, not less than one telephone shall be maintained in good order at each work site.
2. Calls originated by CITY employees that involve toll or message unit charges shall be billed to CITY by the CONTRACTOR on an invoice substantiated by a copy of the telephone company billing.

9.6 SANITATION

1. The CONTRACTOR shall provide and maintain sanitary conveniences for the use of all persons employed on the work. They shall be in sufficient number and at such places as ordered or approved by the ENGINEER and shall be in accordance with CCR Title 8.
 - a. Fixed or portable chemical toilets shall be provided wherever needed for the use of employees.
 - b. Washing facilities shall be provided wherever needed for the use of employees.
2. Sanitary fixtures, receptacles, toilet rooms, washrooms, and lavatories shall be kept clean and shall be frequently disinfected. The cleaning and disinfection of sanitary conveniences shall not be less than twice a week.

9.7 OTHER UTILITIES

1. The CONTRACTOR shall provide and maintain all other utilities required for its operations under the Contract.

9.8 REMOVAL OF TEMPORARY UTILITIES

1. Each temporary utility shall be removed, as soon as the need for it has ended.

2. The CONTRACTOR shall remove the CONTRACTOR'S field office promptly upon written direction from the ENGINEER. Utility services shall be disconnected and capped. The area shall be restored, clean and free of any evidence of scarred landscape or damage to the surrounding vegetation.

(END OF SECTION)

10.0 ACCESS, PARKING, AND TRAFFIC

10.1 REFERENCES

1. General
 - a. The publications listed below form a part of this specification to the extent referenced.
 - b. Where a date is given for reference standards, the edition of the date shall be used. Where no date is given for reference standards, the latest edition available on the date of the Notice Inviting Bids shall be used.
2. Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones.

10.2 SUBMITTALS

1. The CONTRACTOR shall submit a copy of the haul route permit, if applicable.

10.3 ACCESS TO WORK SITE

1. The CONTRACTOR shall coordinate with the ENGINEER to determine appropriate routing of vehicles and personnel to and from the project.
2. In case of need to enter the site after normal working hours, access shall be arranged in advance with the ENGINEER.
3. The CONTRACTOR shall confine its activities and operations within the work area shown on the Drawings except as otherwise permitted by the ENGINEER.

10.4 TRAFFIC CONTROL

1. The CONTRACTOR shall be responsible for the safe movement of vehicular traffic to and from the worksite, including traffic control measures required to ensure safe passage of vehicles and equipment.
2. Traffic control shall be in accordance with CCR Title 8.
 - a. At least one (1) flagman shall be provided at each intersection during periods when the CONTRACTOR'S vehicular activity may conflict with other traffic along roads.
 - b. The flagman shall ensure that the right-of-way is granted to loaded vehicles and shall provide for safety of all users of the road.
3. Traffic control and signage shall be in accordance with Manual of Traffic Control for Construction and Maintenance Work Zones.
4. Contractor shall obtain an encroachment permit from the County of Kern or the City of McFarland, as applicable, and shall prepare and obtain approval of the Plan from the appropriate authorities (see Section 11.0, "Traffic Regulation").

10.5 HAUL ROUTES

1. If a permit is required by local authorities for off-site hauling of materials, the CONTRACTOR shall prepare the truck-routing plan, obtain the permit, and submit a copy

of the permit to the ENGINEER before construction begins.

2. The plan shall include provisions for cleaning soil and rock from the truck route.
3. Consideration shall be given to weight restrictions on all roads.
4. The CONTRACTOR shall obtain approval of the local authority for construction signage along the haul route to notify the public of the potential for delay.
5. The CONTRACTOR shall inform the ENGINEER and local authorities when hauling operations are to begin and end.

10.6 ACCESS ROADS

1. Throughout the entire Contract period, the CONTRACTOR shall share access roads, both those constructed by the CONTRACTOR or otherwise provided for CONTRACTOR'S use, with the CITY and other CONTRACTORS whose work is adjacent to the CONTRACTOR'S work.

- a. Coordination with other CONTRACTORS shall be the responsibility of the CONTRACTOR. In case of conflicts or disputes, the Engineer's decision will be final.
- b. The CONTRACTOR shall be responsible for the maintenance and upkeep of access roads constructed by the CONTRACTOR.
- c. The CONTRACTOR shall provide dust control on project site access roads used in CONTRACTOR operations and on those roads subject to dust because of conditions created by the work.
 - (1) Roads shall be sprayed by water truck at least daily or more frequently during actual haul operations.
- d. If any paved access roads become damaged during the work, the CONTRACTOR shall promptly repair them with equivalent surfacing.

10.7 PARKING

1. On-site parking areas for CONTRACTOR personnel shall be limited to the areas approved by the CITY.
 - a. Parking areas required in excess of those areas shown shall be developed by the CONTRACTOR, off-site, at the CONTRACTOR'S expense.
 - b. The CONTRACTOR shall provide transportation for personnel from parking areas to the work areas.
 - c. The CONTRACTOR'S personnel, suppliers, and delivery vehicles shall not park anywhere other than areas approved by the CITY within the project site fencing.
 - d. At the CONTRACTOR'S option, the CONTRACTOR'S personnel may park in the area designated for CONTRACTOR storage.

(END OF SECTION)

11.0 TRAFFIC REGULATION

11.1 DESCRIPTION

This Section describes procedures for traffic regulation during construction in public streets and highways, if applicable as determined by the CITY.

11.2 STANDARD SPECIFICATIONS

Wherever reference is made to the State Specifications and Plans, such reference shall mean the State of California, Business and Transportation District, Department of Transportation Standard Specifications and Plans, 1992 edition for English units.

11.3 SUBMITTALS

The CONTRACTOR shall provide a complete plan for traffic control during the project to the CITY prior to the execution of work, if applicable.

11.4 MEASUREMENT AND PAYMENT

Payment for conforming to all of the traffic control requirements of these Specifications shall be considered to be included in the contract unit or lump-sum price paid for the various items of work wherein maintenance of traffic and detours is required and no additional allowance will be made therefore.

11.5 GENERAL

1. Provide safe and continuous passage for pedestrian and vehicular traffic at all times.
2. Control traffic at those locations indicated and in conformance with the approved traffic control plans and specifications.
3. Furnish, construct, maintain, and remove detours, road closures, traffic signal equipment, lights, signs, barricades, fences, K-rail, flares, solar-powered flashing arrow signs, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the CONTRACTOR. After devices have been installed, the CONTRACTOR shall, at his own expense, maintain and keep them in good repair and working order until no longer required. The CONTRACTOR shall also pay the cost of replacing such devices that are lost or damaged, to such an extent as to require replacement, regardless of the cause of such loss or damage.
4. Prior to the start of construction operations, notify the police, and fire department in whose jurisdiction the project lies, giving the expected starting date, completion date, and the names and telephone numbers of two responsible persons who may be contacted at any hour in the event of a condition requiring immediate emergency service to remove, install, relocate, and maintain warning devices. In the event these persons do not promptly respond or the authority deems it necessary to call out other forces to accomplish emergency service, the CONTRACTOR will be held responsible for the cost of such emergency service.
5. Provide a minimum of 48 hours' notice to the CITY for any work which may affect signal loops, equipment, or devices. In the event that any underground utilities, traffic devices, pipes, or conduits are damaged and require emergency repair by the respective utility

owner, all costs incurred by the utility owner in making such repairs, plus 5% percent for administration costs, shall be paid by the CONTRACTOR.

6. Post the construction information signs at least three (3) weeks prior to construction.

11.6 TRAFFIC CONTROL DEVICES AND SIGNS

1. Traffic control devices and temporary striping shall conform to the State Standard Plans and Specifications. Construction signs shall conform to the latest edition of the State of California Sign Specification Sheets.
2. The placement of construction signing, striping, barricades, and other traffic control devices used for handling traffic and public convenience shall conform to the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones".
3. Signs shall be illuminated or reflectorized when they are used during hours of darkness. Cones and portable delineators used for night lane closures shall have reflective sleeves. Barricades used in the diversion of traffic shall be equipped with flashers if in place during hours of darkness.
4. During the duration of a detour, cover all existing signs not in accordance with the traffic control plan. Existing signs which are in force shall be relocated to provide visibility from all relocated traffic lanes.

(END OF SECTION)

12.0 DELIVERY, STORAGE, AND HANDLING

12.1 SUBMITTALS

1. **Product Data:** Two copies of the manufacturer's printed recommendations for storage, handling, and protection of materials, articles, and equipment to be incorporated in the work shall be submitted a minimum of thirty (30) days prior to the receipt of the material, article, or equipment at the site.
2. **Test Reports and Certifications:** Items requiring certification or mill test reports shall not be delivered or unloaded until 3 copies of the certification or mill test report have been delivered to the ENGINEER's field office.

12.2 GENERAL

1. Materials, articles, and equipment shall be delivered, stored, and handled in accordance with these Specifications and the printed recommendations of the manufacturer; using means and methods that will prevent damage, deteriorations, and loss, including theft.

12.3 DELIVERY

1. Delivery shall be scheduled to minimize long-term storage at the site and to prevent overcrowding of construction spaces. Special emphasis shall be placed on ensuring minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, or other losses.
2. Items shall be delivered to the site in the manufacturer's original sealed container or packaging system, complete with legible and intact labels and instructions for handling, protecting, storing, and unpacking. The label shall include the manufacturer's name, product name, manufacturing batch number (if appropriate), expiration date, ANSI hazard classification and ANSI handling precautions, if applicable.

12.4 STORAGE

1. Items subject to damage by the elements shall be stored in a warehouse or within a weatherproof enclosure or wrap that has adequate ventilation to prevent condensation. Flammable materials shall be stored in a separate area. Temperature and humidity shall be maintained within the range required by the manufacturer's printed recommendations.
2. Materials and equipment that are to be included in the CONTRACTOR'S estimate for partial payment shall be stored in a manner that will facilitate inspection and inventory. Items requiring periodic maintenance or inspection shall be stored in a manner that will facilitate these operations.
3. If the ENGINEER determines that satisfactory storage of an item is not being provided by the CONTRACTOR, the ENGINEER may direct the CONTRACTOR to provide additional protection. If the CONTRACTOR fails to provide the additional protection, protection may be provided by CITY. The cost for providing the protection may be charged to the CONTRACTOR or deducted from payment due the CONTRACTOR.
4. Installed items shall have protection provided equivalent to that specified above, with additional regard for possible damage or loss due to continuing construction operations.

12.5 HANDLING

1. CONTRACTOR shall supply appropriate equipment and personnel to handle materials,

articles and equipment in a safe manner and in a manner that will not cause damage to the product, to the environment, to work in progress, or to work in place.

(END OF SECTION)

13.0 CLEANING DURING CONSTRUCTION & FINAL CLEANING

13.1 GENERAL

1. This Section includes cleaning during construction and final cleaning on completion of the work.
2. At all times maintain areas covered by the Contract and adjacent properties and public access roads free from accumulations of waste, debris, and rubbish caused by construction operations.
3. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws. Do not burn or bury rubbish or waste materials on project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
4. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

13.2 CLEANING DURING CONSTRUCTION

1. During execution of work, clean site, adjacent properties, and public access roads and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
2. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
3. Provide containers for collection and disposal of waste materials, debris, and rubbish.
4. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

13.3 FINAL CLEANING

1. At the completion of work and immediately prior to final inspection, clean the entire project site as follows.
2. Clean, sweep, and pick-up all work, equipment, and trash from the area.
3. Grade project site to be smooth, flat and uniform as approved by the ENGINEER.
4. Ensure that all holes, tubes, and casings are adequately capped and covered to prevent access to openings as approved by the ENGINEER.
5. Remove from the site all temporary - structures and all materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work.
6. Wash down all paved areas and remove all sediment and debris for the project area.

(END OF SECTION)

14.0 CONTROL OF THE WORK

14.1 AUTHORITY OF ENGINEER

The ENGINEER is defined as the person or firm authorized by the CITY to represent it during the performance of the work by the CONTRACTOR. The ENGINEER shall include persons, designated by the ENGINEER in writing to the CONTRACTOR, expressly authorized to act for the ENGINEER when the ENGINEER is not available to make decisions or take action required of the ENGINEER under the Contract Documents. The ENGINEER has the authority to decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of these Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR; and all questions as to compensation. The ENGINEER's decision shall be final and not subject to appeal to CITY staff or Board of Directors. The ENGINEER shall further have the authority to implement decisions by direction to the CONTRACTOR which CONTRACTOR shall carry out promptly.

14.2 USE OF MATERIALS FOUND ON THE PROJECT SITE

The CITY does not warrant the suitability of any native material on the Project Site for use in the Project. The CONTRACTOR, with the approval of the ENGINEER, may use in the proposed construction such stone, gravel, sand or other material as may be found on the Project Site and deemed suitable in the opinion of the ENGINEER. The CONTRACTOR shall replace at his/her own expense all of that portion of the material so removed and used with other suitable material. No charge for native materials so used will be made against the CONTRACTOR. The CONTRACTOR shall not excavate or remove any material from any roadway location that is not within the excavation, as indicated by the slope and grade lines shown on the Contract Drawings, without written authorization from the ENGINEER.

14.3 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Pipes, structures and finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the Plans. Deviations from the Contract Drawings as may be required by the exigencies of the construction will be in all cases determined by the ENGINEER and authorized in writing only.

14.4 COORDINATION OF GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS AND DRAWINGS

These General Conditions, Special Provisions, Technical Provisions, Plans, Drawings, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one (1) is as binding as though occurring in all. All parts are intended to be cooperative and to describe and provide for a complete work. In the event of conflict between Sections, the most stringent requirements shall apply.

14.5 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter, is not sufficiently detailed or explained in the Contract Documents, the CONTRACTOR shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to them as part of the Contract, so far as may be consistent with the CITY'S original intent. Any reference made in these Specifications or on the Drawings to any specification, standard, method, or publication shall be understood to refer to the latest revision of the reference. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

14.6 SUPERINTENDENCE

Before starting work, the CONTRACTOR shall designate in writing an authorized representative who shall have complete authority to represent and act for the CONTRACTOR. An authorized representative of the CONTRACTOR shall be present at the Project Site at all times while work is in progress. Whenever the CONTRACTOR is not present on any part of the work where his/her presence may be desired to give direction, orders may be given by the ENGINEER in writing, and shall be received and obeyed by the superintendent or foreperson in charge of the particular work in reference to which orders are given. The ENGINEER shall have the authority to remove from the Project any employee of CONTRACTOR or any subcontractor, including, without limitation, any superintendent, foreman or other authorized representative, who refuses to obey an order or otherwise delays or disrupts the Project.

The CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction where indicated in and required by the Contract Documents.

The CONTRACTOR shall be responsible to see that the completed work complies with the Contract Documents.

14.7 INSPECTION

One (1) or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. Such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the ENGINEER. Such inspection shall not relieve the CONTRACTOR of the obligations to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract. Neither the inspection by the CITY through the ENGINEER, the CITY Inspector or any CITY employees, nor any order by the CITY for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the CITY, nor any extension of time, nor any possession taken by the CITY or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the CITY or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be waiver of any other or subsequent breach.

14.8 FINAL INSPECTION

When the Contract work has been completed, the CONTRACTOR shall file notification in writing with the ENGINEER, and the ENGINEER will make a final inspection.

14.9 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which has been rejected shall be remedied or removed and replaced by the CONTRACTOR in an acceptable manner and no compensation will be allowed for such removal or replacement. Any work done beyond the lines and grades shown on the Contract Drawings or established by the ENGINEER, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the CONTRACTOR's expense. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have the authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or which become due the CONTRACTOR.

14.10 EQUIPMENT

The CONTRACTOR shall provide adequate and suitable equipment to produce the quality and quantity of work required, and, when ordered by the ENGINEER, shall remove unsuitable equipment from

the site. All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

14.11 RIGHT OF CITY TO TERMINATE CONTRACT

14.11.1 Termination for Convenience - The CITY may terminate this Contract in whole or in part at any time by written notice to the CONTRACTOR, if the CITY determines that termination is in its interest or the public interest. If the Contract is so terminated CONTRACTOR shall be entitled to payment for all work performed acceptably and to payment for all acceptable goods or services ordered by and delivered to CONTRACTOR before receipt of the written notice of termination, and to all reasonable costs of closing out the Contract, provided that CONTRACTOR provides a final itemized invoice for the above amounts within thirty (30) days after receiving the termination notice. CONTRACTOR shall not be entitled to its as-bid profit for the project or any work not performed. Profit on work performed shall be paid at the contract rates for time-and-materials extra work, provided that no profit shall be paid for mobilization, record Drawings, or O&M Manual line items, as applicable.

14.11.2 Termination for Cause - If the work to be done under this Contract shall be abandoned by the CONTRACTOR, or if this Contract shall be assigned by CONTRACTOR otherwise than as herein provided, or if a general assignment of assets be made for the benefit of creditors, or if a receiver should be appointed for the CONTRACTOR or any of CONTRACTOR's property, or if at any time the ENGINEER finds that the performance of the work under this Contract is being unnecessarily delayed or that the CONTRACTOR is violating any of the conditions or covenants of this Contract, or executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended, then the CITY may serve written notice upon the CONTRACTOR and his/her Surety of said CITY'S intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the CONTRACTOR, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the CITY will immediately serve notice thereof upon the Surety and the CONTRACTOR, and the Surety shall have the right to take over and complete the work; provided, however, that if the Surety does not commence performance within fifteen (15) days from the date of said notice of termination, the CITY may take over the work and prosecute same to completion, by Contract or otherwise, for the account and at the expense of the CONTRACTOR, and the CONTRACTOR and its Surety shall be liable to the CITY for any and all excess costs sustained by the CITY by reason of such prosecution and completion, including, without limitation, all costs incurred by reason of termination and all damages, including liquidated damages, from late completion. In such event the CITY may take possession of, and utilize in completing the work all such plant materials, equipment, and tools as may be on the work site and necessary therefore.

14.12 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work shall be stopped in its entirety under an order of any court or other public authority for a period of three (3) months through no act or fault of the CONTRACTOR or of anyone employed by him/her, then the CONTRACTOR may on seven (7) days' written notice to the CITY, stop work or terminate this Contract and recover from the CITY payment for all work executed, any losses sustained on any material, and a ten percent (10%) profit on work performed.

14.13 SUSPENSION OF WORK

The CITY reserves the right to suspend and reinstate execution of the whole or any part of the work contracted without invalidating the provisions of the Contract in any way.

Orders for suspension or reinstatement of work will be issued by the CITY to the CONTRACTOR in writing. The time for completion of the work so suspended shall be extended for a period equal to the time lost by reason of the suspension.

Extra direct costs and expenses not including lost profit and/or overhead costs which, in the opinion of the ENGINEER, are caused by work suspensions so ordered by the CITY will be paid by the CITY to the CONTRACTOR.

14.14 CONSTRUCTION WATER

Water for construction and testing purposes required by the Contract Documents at the Project Sites will be available during normal working hours from the CITY'S system as approved by the CITY at no cost to the CONTRACTOR. Arrangements and verifications as to the sources, locations, and times for water use by the CONTRACTOR shall be made with the CITY prior to any and all water use. The CONTRACTOR shall make all arrangements and supply all pumps, hoses, fittings, or other related items for drawing water at no cost to the CITY. Any costs of water for repair of defective work, re-testing of rejected work, cleanup of CONTRACTOR's equipment or repair of damage to property of third parties, shall be borne by CONTRACTOR.

14.15 EROSION AND SEDIMENT CONTROL

All actions and costs for erosion and sedimentation control shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall provide all reasonable erosion and sedimentation control measures that may be required by the state, county, and/or local jurisdictions and to protect disturbed ground from erosion and watercourses from sedimentation. Areas of clearing, grading and/or other disturbance shall be confined within the limits shown on the plans, or as marked by the ENGINEER, to prevent undue damage by construction.

Precautions shall be taken by the CONTRACTOR to ensure that vehicles and equipment do not track and/or spill earth and/or materials onto public and/or private streets, roads, or rights-of-way. Any spillage and/or tracking shall be immediately removed should erosion and/or sediment discharge occur, even on a temporary basis, control measures shall immediately be taken by the CONTRACTOR to avoid further problems.

Proper erosion control measures and practices shall be followed during construction. An Erosion and Sediment Control Plan shall be submitted to the CITY for its records not later than ten (10) days before implementing any erosion control measures or practices included in the plan. CONTRACTOR shall be responsible for the filing of all notices required by the State Water Resources Control Board for the compliance with all permits applicable to storm water and erosion control during construction.

14.16 SURFACE RESTORATION

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wild flowers shall be accomplished by seeding. The kind and type of seed is to be determined by the ENGINEER. Replacement of plants and shrubs shall be required where the easement travels through a developed parcel. In this case the CITY or Developer and CONTRACTOR shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of trench surfaces shall include measures to prevent surface erosion of the trench. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes,

gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

14.17 POLLUTION CONTROL

Water - Oily or greasy substances, or other materials harmful to fish life, originating from the CONTRACTOR's operation shall not be allowed to enter or be placed where they may later enter any river, creek, canal, stream, or other water way. The CONTRACTOR shall not increase the turbidity of any watercourse flowing past the construction site unless precautions are taken downstream of the work to limit the increase in turbidity to a maximum of 25 Jackson Turbidity Units. CONTRACTOR shall be responsible for preparing a Storm Water Pollution Prevention Plan (SWPPP) and complying with such plan during the construction project.

Noise - It shall be the CONTRACTOR's responsibility to keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the CONTRACTOR exceed any of these maximums or the Community Standards whichever are more stringent:

14.17.1 No individual piece of equipment shall produce a noise level exceeding 55 dBA at a distance of twenty-five feet (25'). Equipment in excess of this level shall be mitigated with the use of sound barrier walls.

14.17.2 The noise level at any point outside the right-of-way or temporary construction area shall not exceed 55 dBA during non-working hours. No equipment violating these standards shall be allowed to operate. Operations in excess of this level shall be mitigated with the use of sound barrier walls.

Air - The CONTRACTOR shall comply with all state and local pollution control regulations. No burning shall be allowed on the Project. Idling of internal combustion engines shall be held to an absolute minimum. All work shall conform to the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the California Air Resources Board (CARB). CONTRACTOR shall be responsible for preparing a Dust Control Plan and obtaining permits, if necessary, and shall be responsible for all associated costs.

14.18 SITE SECURITY

The CONTRACTOR shall provide in advance of starting construction, a list of all employees and vehicles that need access to the site. The CONTRACTOR shall provide periodic updates to this list. The CONTRACTOR shall provide a list of all scheduled deliveries to the Project Site. This list shall include the items to be delivered, the name of the delivery company and the time the delivery is to be made.

All access gates to the Project Site are to remain closed and locked at all times that traffic is not using the gates. The CONTRACTOR will be assigned a specific access point at the Project Site. The CONTRACTOR may provide security personnel for access control during Project work hours.

It is the CONTRACTOR's sole responsibility to secure all equipment, material, tools and other items used during the execution of the Contract.

14.19 HAZARDOUS WASTES AND UNFORESEEN CONDITIONS

In accordance with Section 7104 of the California Public Contract Code, if the work contemplated hereunder involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY, in writing, of any: (i) material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical

conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The CITY will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described in this Contract. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

14.20 EXISTING UTILITIES

The CONTRACTOR shall contact the following parties to ascertain and verify the existence and location of utility lines and facilities and shall coordinate all work in accordance with the information obtained from such inquiries in order to prevent damage to such lines and facilities.

Underground Service Alert (USA) (1-800-642-2444)

Prior to conducting any excavation, the CONTRACTOR shall contact the appropriate regional notification center as required by Government Code Section 4216 et seq. In accordance with Government Code Section 4215, the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work; provided that the CONTRACTOR shall first notify the CITY before commencing work on locating, repairing damage to, removing or relocating such utilities.

Any sewer crossings shall conform to the State Health Department regulations for water/sewer separation and materials. Cost for special pipeline materials to meet Health Department regulations, and repair of services damaged shall be included in the cost of the bid items to which the work is appurtenant. No separate payment will be made.

The ENGINEER or his/her representative has endeavored to determine the existence of utilities at the work site from the records of the CITY's of known utilities in the vicinity of the work. The positions of these utilities, as derived from such records, are shown on the Plans. The service connections to these utilities may not be shown on the Plans.

The CONTRACTOR shall make his/her own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the work site.

14.21 SUBCONTRACTS

The attention of the CONTRACTOR is directed to the provisions of Public Contract Code Sections 4100-4114, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

Each Subcontract shall contain a suitable provision for the suspension or termination thereof should the work be suspended or terminated or should the subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. No subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of

the CONTRACTOR, and the CONTRACTOR will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The CONTRACTOR shall be fully responsible to the CITY for the acts or omissions of his/her subcontractors and the persons either directly or indirectly employed by him/her. Nothing contained in the Contract Documents shall create any contractual rights for a subcontractor against the CITY. If a legal action, including arbitration and litigation, against the CITY is initiated by a subcontractor or Supplier, the CONTRACTOR shall reimburse the CITY for the amount of legal, engineering and all other expenses incurred by the CITY in defending itself in said action.

The CITY and the ENGINEER reserve the right to approve all subcontractors. The CITY and the ENGINEER shall have the right to cause the CONTRACTOR to remove subcontractors and have them replaced with subcontractors approved by the CITY and the ENGINEER.

(END OF SECTION)

15.0 CONTROL OF MATERIALS

15.1 STORAGE OF MATERIALS

Materials shall be stored to ensure the preservation of their quality and fitness for the work. When considered necessary by the ENGINEER, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be located to facilitate prompt inspection. Materials shall not be located or stored where detrimental to traffic and pedestrians. All material paid for as "Materials on Hand" shall be securely stored and shall be covered by the CONTRACTOR's fire and theft insurance.

15.2 DELIVERY OF MATERIALS

The CONTRACTOR shall furnish the ENGINEER with a duplicate delivery ticket for all materials to be used in the work. The delivery tickets shall show the quantity and type of materials to be used in the work.

15.3.1 MATERIALS AND EQUIPMENT

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused and undamaged when installed or otherwise incorporated in the work.

15.4 MATERIALS SPECIFIED

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the CONTRACTOR may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the CONTRACTOR is not, in the opinion of the ENGINEER, equal or better in every respect to that specified, then the CONTRACTOR must furnish the material, process, or article specified or one that in the opinion of ENGINEER is the substantial equal or better in every respect. In the event that the CONTRACTOR furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the CONTRACTOR.

All materials, equipment, and supplies provided shall, without additional charge to CITY, fully conform to all applicable state and federal safety laws, rules, regulations, and orders, and it shall be CONTRACTOR's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore or that a particular material, equipment, or supply was specified.

In accordance with Section 3400 of the Public Contract Code, the CONTRACTOR shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days after award of the Contract.

15.5 REMOVAL OF DEFECTIVE OR UNAUTHORIZED MATERIALS

The CONTRACTOR, upon written notice from the CITY, shall remove from the premises all materials condemned or rejected by the CITY, as defective, unsound, or improper, or in any way failing to conform to the requirements of the Contract Documents. The CONTRACTOR shall at his/her sole expense, make good all work destroyed or damaged by such removal, and promptly replace materials damaged or improperly worked by him/her and re-execute his/her own work in accordance with the Contract without expense to the CITY. This includes re-executing or replacing the work of any other contractor that is in any way affected by the removal of such defective work of the CONTRACTOR. The

obligations of the CONTRACTOR under this Section shall not extend to defective materials or equipment supplied by the CITY for incorporation into the work performed under this Contract. If the CONTRACTOR does not respond within ten (10) days after written notice, the CITY may remove and replace such materials at the expense of the CONTRACTOR.

15.6 SUBMITTALS

Submittals will be required for all materials, equipment, fabricated articles and purchased items. No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the ENGINEER and returned to the CONTRACTOR with a notation indicating that resubmittal is not required. Submittals required by the Specifications shall be in accordance with this section, the Technical Specifications, and Section 4.0 of the General Conditions titled "Submittals", unless otherwise specified. Submittals not in accordance with the section requiring the submittal will be returned to the CONTRACTOR as unsatisfactory. Prior to transmission to the ENGINEER, the CONTRACTOR shall carefully review each submittal to confirm that it is complete and to verify whether or not the proposed items of work conform to Contract requirements. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in conformance with the Drawings and the Specifications.

The ENGINEER will not review any items which have not been certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the responsibility of the CONTRACTOR. Items that are not in accordance with the Contract requirements shall be conspicuously noted as such. The CONTRACTOR shall identify each proposed deviation on the corresponding letter of transmittal and include a written explanation of the necessity for each deviation with the letter of transmittal. Deviations that are not conspicuously marked on both the letter of transmittal and the corresponding drawing or data will be deemed to have been disapproved by the ENGINEER or not reviewed by the ENGINEER.

Only those products that have been approved at the time of opening bids will be acceptable for use in the work; except, products may be approved after the bid opening date when there is sufficient time within the Contract period to permit testing and qualification.

Criteria pertaining to the qualification of products may be obtained from the ENGINEER. No extension of time will be granted for the purpose of testing and qualifying proposed products. If the CONTRACTOR believes that any shop drawing or communication relative thereto calls for changes in the work for which the Contract amount or time for completion should be changed, he/she shall not proceed with the changes in the work so called for and shall promptly notify the ENGINEER in writing of his/her estimate of the changes in the Contract amount and time for completion he/she believes to be appropriate.

The CONTRACTOR shall refer to Section 4.0 of the General Conditions, "Submittals" and the Technical Specifications for project specific submittal requirements.

15.7 MANUALS AND RECORD DRAWINGS

Service and Parts Manuals - The CONTRACTOR shall furnish the CITY four (4) copies of all installation, operation, and service manuals, with a parts list for each piece of equipment furnished. The service and parts manuals shall be labeled, indexed, and organized in three (3)-ring binders.

Record Drawings - On the job, the CONTRACTOR shall maintain an up-to-date marked set of the As-Built Contract Drawings, showing the location and details of any changes made during construction. The CONTRACTOR shall give the CITY a clean, marked set of the As-Built Contract Drawings showing construction changes before final payment and acceptance of the work. These shall be received and approved by the ENGINEER prior to final acceptance of electrical work.

15.8 PLACING WORK IN SERVICE

If desired by the CITY, portions of the work may be placed in service when completed, and the CONTRACTOR shall provide proper access to the work for this purpose. Nothing in this article shall be construed as relieving the CONTRACTOR of the full responsibility for completing the work in its entirety, for making good all defective work and materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth in the General Provisions and other Contract Documents, nor shall such action by the CITY be deemed completion and acceptance, and such action shall not relieve the CONTRACTOR, his/her sureties, or insurers of the provisions as outlined in the Contract Document Sections titled "Contractor's Certificate Regarding Worker's Compensation Insurance", "Worker's Compensation and Employer's Liability Certificate of Insurance", "Worker's Compensation and Employer's Liability Insurance Endorsement", "Liability Insurance Certificate of Insurance", "Liability Insurance Endorsement", "Builders' Risk "All Risk" Certificate of Insurance", and "Builders' Risk "All Risk" Insurance Endorsement" on CONTRACTOR'S INSURANCE, and the article on INDEMNIFICATION.

(END OF SECTION)

16.0 WARRANTIES AND REPAIRS

The CONTRACTOR hereby agrees to pay to the CITY, or to make at his/her own expense, all repairs, replacements or payments necessitated by defects in materials or workmanship supplied under the terms of this Contract which exist within one (1) year after the date of final acceptance of the work. This agreement shall cover defects which shall be in existence during such one (1) year period but which shall not become apparent until thereafter. The CONTRACTOR shall be fully responsible for all direct and indirect damages and expenses to the CITY proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the CONTRACTOR by any subcontractor or manufacturer of equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one (1) year, CONTRACTOR hereby stipulates and agrees that such guarantee shall inure to the benefit of the CITY for such longer period. The effective date for the start of the guarantee or warranty period shall be the date of recordation of the Notice of Completion. The CONTRACTOR also agrees to hold the CITY harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements or payments promptly upon receipt of written order for same from the CITY. If the CONTRACTOR fails to make the repairs, replacements or payments promptly, the CITY may do the work, and the CONTRACTOR and his/her Surety shall be liable for the cost thereof.

(END OF SECTION)

17.0 LEGAL RELATIONS AND RESPONSIBILITY

17.1 LAWS TO BE OBSERVED

The CONTRACTOR shall keep fully compliant with all local, county, state and federal laws and ordinances and regulations which in any manner affect those engaged or employed in the work, or the manufacture of materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of those having any jurisdiction or authority over the same.

17.1.1 Hours of Labor - The CONTRACTOR shall forfeit, as penalty to the CITY, twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor of any tier under the CONTRACTOR, for each calendar day during which such worker is permitted or required to labor more than eight (8) hours in any one day or forty (40) hours per one (1) calendar week, unless compensated at not less than time and a half per provisions of the Labor Code, Section 1810 to Section 1816 thereof, inclusive.

17.1.2 Exception - If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate shall be paid as specified in subsection 16200(a)(3)(F) of the Title 8, California Code of Regulations.

17.1.3 Labor Discrimination - A contractor shall not discriminate in the employment of persons upon public works on any basis listed in Subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this Section is subject to all the penalties imposed for a violation of this Chapter.

17.1.4 Prevailing Wage - The minimum rates of wages applicable to the work to be done have been determined in accordance with the provisions of Sections 1770 et seq. of the California Labor Code.

Copies of the current schedules for prevailing wages are on file in the CITY'S office, and the contents of those schedules are included herein as if set forth in full. The CONTRACTOR shall post at each job site in a place readily available to all workers the current prevailing wage rate for each craft, group, and worker working on the job.

The CONTRACTOR shall forfeit, as penalty to the CITY, fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for any work done under the Contract by him/her or by any subcontractor under him/her, in violation of the provisions of the Labor Code and in particular, Sections 1770 to 1780 thereof, inclusive. In addition to this penalty, the difference between such prevailing wage rate and the amount actually paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR.

The CITY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate adopted by the CITY. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining bid prices and will not under any circumstances be considered as the basis of a claim against the CITY.

The CITY will establish a PWC100 with DIR for the project within 30 days of the contract's award. All contractors and subcontractors shall be registered with DIR per SB96.

17.1.5 Payroll Records - Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Sections 16000 and Sections 16400 through 16403 of Title 8, California Code of Regulations. The CONTRACTOR is

required to comply with the provisions of Section 1776 of said Labor Code. The CONTRACTOR shall also be responsible for compliance by his/her subcontractors.

17.1.6 Reporting Requirements and Sanctions - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these Specifications shall be considered noncompliance. The minimum documents required include:

List of Subcontractors - Due seven (7) calendar days after date of Preconstruction Conference;

Certified Payroll Reports - An original and three (3) legible copies are due within seven (7) calendar days, upon the request of the ENGINEER;

Fringe Benefit Statement - Due with first payroll report and any time thereafter that fringe benefits change; and

Apprenticeship Certifications - Due with the first payroll report on which the apprentice appears. Other documentation may be required depending on the source of funding for the Project.

17.1.7 Apprentices - In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the Department of Industrial Relations, Division of Apprenticeship Standards, the appropriate number of properly indentured apprentices are to be employed in the prosecution of the work. Information relative to number of apprentices, identification, wages, hours of employment, and standards of working conditions shall be obtained from the Department of Industrial Relations, Division of Apprenticeship Standards.

17.1.8 Fair Labor Standards Act - Bidders note the fact that Contractors are required to meet the provisions of the Fair Labor Standards Act of 1938, and as amended (52 Stat. 1060).

17.1.9 Registration of Contractors - In accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code and Section 3300 of the Public Contract Code, bidders must possess a State of California Contractor's License for the proper classification which must be valid at the time of bid, award, and until completion of the Contract.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 9835 GOETHE ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

17.1.10 Permits and Licenses - The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs for permits and inspections shall be included in the price entered in the Proposal under the line item entitled "Mobilization and Demobilization". When the terms of permits obtained by either the CONTRACTOR or the CITY require inspections by agencies or authorities other than the CITY, the CONTRACTOR shall schedule the inspections and notify the ENGINEER a minimum of twenty-four (24) hours prior to the inspection being performed.

All work performed within road rights-of-way shall be done in accordance with the requirements of the Kern County Department of Public Works encroachment permit or City of McFarland encroachment permit, as applicable. It shall be the responsibility of the CONTRACTOR to determine all requirements of said entities and to comply with all requirements.

The CONTRACTOR shall be responsible for ascertaining the need for and obtaining any additional permits required. If there are conflicts among the requirements of said entities and CITY'S requirements, the most restrictive requirements shall be used.

17.1.11 Codes - The codes and regulations, together with local amendments when applicable adopted by the state and other governmental authorities having jurisdiction, shall establish minimum requirements for this Project. Wherever references are made in the Contract to the respective standards or codes in accordance with work are to be performed or tested, it is to be understood that the revision of the standards in effect on the date of the Bidder's proposal shall apply unless otherwise expressly set forth in the Contract.

17.1.12 Standard Specifications - Where the state standard specifications or the words "Standard Specifications" are referred to, the reference shall be to the Standard Specifications, State of California, State Department of Transportation, ("Caltrans") July 1999, except where in the case where work is subject to Caltrans' approval, in which case the latest addition shall be used. As a minimum, this Project shall comply with the following:

- A. California Building Standards Administrative Code, 2001 edition
- B. California Building Code, 2001 edition
- C. California Electrical Code, 2001 edition
- D. California Mechanical Code, 2001 edition
- E. California Plumbing Code, 2001 edition
- F. California Fire Code, 2001 edition
- G. California Code of Regulations: Title 8, Industrial Relations, CAL-OSHA
- H. California Code of Regulations: Title 19, Public Safety

17.1.13 Fire Hazard - Flammable, volatile solvents in coating system components constitute a major hazard with regard to fire and explosions wherever flame or spark exposure is possible. All flames, smoking, and unapproved welding, etc., are strictly prohibited in work or storage areas. Fire abatement devices shall be readily available and in operating condition. Necessary precautions shall be taken to keep fire hazard to a minimum; all oily rags, waste, and other combustibles not in covered containers shall be removed from the area daily. All coatings, solvents, thinners and related products shall be stored in conformance with applicable state, county and/or local fire codes pertaining to flammable materials.

17.1.14.1 Public Contracts Code Section 7103.5 - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

17.2 EQUAL OPPORTUNITY

During the performance of this Contract, the CONTRACTOR agrees as follows:

17.2.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

17.2.2 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

17.2.3 The CONTRACTOR will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the CONTRACTOR's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.2.4 The CONTRACTOR will comply with all provisions of federal and state law, and of the rules, regulations, and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing and/or the California Labor Commissioner.

17.2.5 The CONTRACTOR will furnish all information and reports required by federal or state law, and by the rules, regulations, and orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing, California Labor Commissioner, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering district and the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the Equal Opportunity clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further CITY contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner.

The CONTRACTOR will include this Equal Opportunity clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing or California Labor Commissioner, so that such provisions will be binding upon each subcontractor or vendor, the CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering district may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering district, the CONTRACTOR may request the administering district to enter into such litigation to protect the interests of the administering district.

The CITY further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in assisted construction work.

The CITY agrees that it will assist and cooperate actively with the administering district and the Secretary of Labor, Director of the California Department of Fair Employment and Housing in obtaining the compliance of CONTRACTOR and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, Director of the California Department of Fair Employment and Housing, that it will furnish the administering district and the Secretary of Labor, Director of the California Department of Fair Employment and Housing such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering district in the discharge of the CITY'S primary responsibility for securing compliance.

17.3 PATENTS

The CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the CITY, the Directors, the General Manager, the ENGINEER, their employees and duly authorized representatives from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

17.4 SANITARY PROVISIONS

The CONTRACTOR shall provide sanitary facilities at all work locations.

17.5 PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to street improvements or facilities, utilities' facilities, adjacent property per Civil Code 832, and roadside trees and shrubbery that are not to be removed. If ordered by the ENGINEER, the CONTRACTOR shall provide and install suitable safeguards, approved by the ENGINEER, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the CONTRACTOR's operations, they shall be replaced or restored, at the CONTRACTOR's expense, to a condition as good as when the CONTRACTOR began work.

Full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in protecting property as above specified, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be made.

17.6 RESPONSIBILITY FOR DAMAGE

The Directors, the General Manager, the Project Manager, the ENGINEER, volunteers, consultants, and employees of the CITY shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workers or the public, or for damage to an adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The CONTRACTOR hereby agrees to defend, indemnify and to hold the CITY, and all representatives, employees, volunteers, consultants, and ENGINEERS of the CITY harmless and free of any and all liability, claims, judgments or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defending any of the parties from said claims or liability, which may directly or indirectly arise from acts or omissions of the CONTRACTOR, the CONTRACTOR's independent CONTRACTORS, and employees, representatives, and invitees of each of them, regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims or liabilities.

17.7 DISPOSAL OF MATERIALS

Unless otherwise specified in the Special Provisions, the CONTRACTOR shall make arrangements for disposing of materials. Excess excavated material not required for backfill shall be disposed of legally by the CONTRACTOR.

When any materials, including excess or unsuitable excavated earth or other roadway materials, are to be disposed of outside the right-of-way, the CONTRACTOR shall first obtain a written permit from the property OWNER on whose property the disposal is to be made and shall file said permit or certified copy, together with a written release from the property OWNER, absolving the CITY from any and all responsibility in connection with the disposal of material on said property. Before any material is

disposed of on said property, the CONTRACTOR shall obtain permission from the ENGINEER to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Special Provisions, full compensation for all costs involved in disposing of materials, including all costs of overhaul, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made.

17.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the CITY, the CONTRACTOR shall have the charge and care and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work.

The CONTRACTOR shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense, except such injuries or damages occasioned by the acts of the federal government or acts of war.

In case of suspension of work from any cause whatsoever, the CONTRACTOR shall be responsible for the work as previously specified and shall also be responsible for all materials delivered to the worksite. Where necessary to protect the work from damage, the CONTRACTOR shall, at his/her own expense, provide suitable drainage of the worksite and erect such temporary structures as are necessary to protect the work from damage during any period of suspension of work.

The CONTRACTOR shall provide twenty-four (24) hour emergency service for all maintenance and operations of the work specified and shall supply the CITY with the name and phone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the CONTRACTOR fails to provide this service the CITY shall perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the CONTRACTOR.

17.9 ACCEPTANCE OF CONTRACT

When the ENGINEER has made the final inspection and determines that the Contract has been completed in general conformance with these Plans and Specifications, the ENGINEER shall submit to the Board of Directors the recommendation that the CITY formally accept the Contract.

17.10 PROPERTY RIGHTS FOR MATERIALS

Nothing in the Contract shall be construed as vesting to the CONTRACTOR any right to property or materials used after they have been attached or affixed to the work or the soil, or after payment has been made for ninety percent (90%) of the value of materials delivered by the CONTRACTOR to the Project Site, or other location approved in writing by the ENGINEER.

17.11 PERSONAL LIABILITY

In carrying out any of the provisions hereof, or in exercising any authority granted by the Contract, there will be no personal liability upon any Directors or employees of the CITY, the ENGINEER, their employees or volunteers.

(END OF SECTION)

18.0 CONTRACTOR'S INSURANCE

18.1 GENERAL

The CONTRACTOR shall not commence or continue to perform any work unless he, at his own expense, has in full force and effect all required insurance. The CONTRACTOR shall not permit any subcontractor to perform work on this project unless all of the required insurance has been complied with by such subcontractor.

The types of insurance the CONTRACTOR shall obtain and maintain are Worker's Compensation and Employer's Liability Insurance, General and Automobile Liability Insurance, Builder's Risk "All Risk" and at the time of award of the Contract, Earthquake and Flood Insurance, all as set forth herein.

Worker's Compensation and Employers' Liability Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and must have at least an "A- VII" rating in accordance with the most current Best's Rating Guide.

Upon the CITY'S request, the CONTRACTOR shall furnish to the CITY one (1) copy of each policy certified by an authorized representative of the insurer. CONTRACTOR shall provide the CITY with an updated certificate of insurance for any change to its insurance coverage to include changes in insurers, policy limits, etc. Failure to provide updated certificates can cause a temporary stop in the Project being ordered by the CITY, until such time as the CITY has accepted a revised/new certificate of insurance.

CONTRACTOR shall give written notice to the ENGINEER by certified mail at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage of any policy required by this Section.

The CONTRACTOR waives any right of recovery against the CITY, its ENGINEER, Directors, or employees, for any loss or damage to the CONTRACTOR's construction equipment or tools, including equipment and tools rented or leased by the CONTRACTOR.

The requirements as to the types, limits, and the CITY'S approval of insurance coverage to be maintained by the CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONTRACTOR under the Contract.

In addition to any other remedy the CITY may have, if the CONTRACTOR or any of the subcontractors fail to maintain the insurance coverage as required in this Section, the CITY may obtain such insurance coverage as is not being maintained, in the form and amount substantially the same as required herein, and the CITY may deduct the cost of such insurance from any amounts due or which may become due the CONTRACTOR under this Contract.

Any deductibles or self-insured retentions other than those expressly allowed by this Section or subsections must be declared to and approved by the CITY. At the option of the ENGINEER, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects to the CITY, its ENGINEER, Directors, and employees; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expense.

18.2 INSURANCE SUBMITTALS

As evidence of specified insurance coverage, the CONTRACTOR shall provide certificates of insurance and endorsements.

The CONTRACTOR shall provide and maintain insurance and indemnification as described in this section. Neither the CONTRACTOR nor any subcontractors shall commence any work until all required insurance has been obtained, at their own expense, and such insurance has been approved by the ENGINEER.

Any insurance bearing on adequacy of performance shall be maintained after completion of the Project for the full guarantee period.

18.3 CONTRACTOR'S LIABILITY ENDORSEMENT

18.3.1 INTENTIONALLY OMITTED

18.3.2 INTENTIONALLY OMITTED

18.3.3 Workers' Compensation and Employer's Liability Insurance - The CONTRACTOR shall procure and maintain insurance to protect the CONTRACTOR from all claims under Worker's Compensation Act and Employer's Liability. The CONTRACTOR shall maintain limits no less than the following:

- A. Workers' Compensation – Statutory
- B. Employer's Liability:
- C. Each Accident – One Million Dollars (\$1,000,000)
- D. Disease-Policy Limit -- One Million Dollars (\$1,000,000)
- E. Disease-Employee Limit - One Million Dollars (\$1,000,000)

18.3.4 Commercial General Liability Insurance - The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the CONTRACTOR or his/her employees, consultants, or subcontractors. Coverage shall be at least as broad as ISO "occurrence" form, number CG 0001 (Edition 10/93) covering general liability.

The limits of liability shall be not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. Coverage may be provided either in a primary policy, or in a combination of primary and umbrella or excess policies. The insurance may have a deductible or self-insured retention not to exceed fifty thousand dollars (\$50,000).

The Commercial General Liability insurance coverage shall also include the following:

Coverage, without limitation, for property damage arising out of explosion, collapse or underground damage, commonly referred to by insurers as the explosion, collapse and underground property damage hazards.

Provision or endorsement stating that the General Aggregate Limit shall apply separately to the Project covered by this Contract.

Provision or endorsement naming the State of California, the CITY, its ENGINEER, Directors, employees, and volunteers as additional insureds in regards to liability arising out of the performance of any work under the Contract and providing that such insurance is primary insurance as respects the interest of the CITY and that any other insurance maintained by the CITY is excess and not contributing insurance with the insurance required hereunder. A copy of the additional insured endorsement is required by the CITY prior to commencement of work.

18.3.5 Automobile Liability Insurance - The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, or damage to property resulting from ownership, operation, maintenance or use of automobiles by the CONTRACTOR or his/her employees, consultants, or subcontractors. Coverage shall be at least as broad as ISO form number CA 0001 (Edition 12/93) covering automobile liability, symbol 1 "any auto."

The limits of liability shall be not less than two million dollars (\$2,000,000) each accident. Coverage may be provided either in a primary policy, or in a combination of primary and umbrella or excess policies.

The Automobile Liability insurance coverage shall be primary insurance as respects the interest of the CITY and that any other insurance maintained by the CITY is excess and not contributing insurance with the insurance required hereunder.

18.3.6 Builder's Risk Insurance - CONTRACTOR shall purchase and maintain in force builder's risk insurance on the full value of the Contract. Such insurance shall be written on a completed value form and in an amount equal to the initial Contract sum subject to subsequent modifications of the Contract sum. The insurance shall apply on a replacement cost basis. The policy may have a deductible or self-insured retention not to exceed one hundred thousand dollars (\$100,000), except for the peril of earthquake, which may have a deductible not to exceed five percent (5%) of the Contract amount.

The builder's risk coverage shall extend to full replacement costs without any deduction for depreciation.

The builder's risk insurance shall name as insured the State of California, the CITY, CONTRACTOR and all subcontractors and sub-subcontractors in the work. The insurance policy shall contain a provision that the insurance will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the CITY. The insurance policy shall also contain a provision stating that it is primary insurance, as respects the interests of the CITY, and that any insurance maintained by the CITY shall be excess of, and shall not contribute with it.

The builder's risk insurance shall cover the entire work included in the Project including expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use in the Project, and shall also cover portions of the work in transit. The policy shall include as insured property all materials stored onsite but not yet incorporated into the Project, and shall also include scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation by endorsement if necessary, the builder's risk insurance shall cover actual costs incurred by the CITY in providing inspection services for repairs to the work due to covered losses not to exceed a five-hundred thousand dollar (\$500,000) sublimit, CONTRACTOR shall be liable for all CITY inspection/reinspection costs.

The builder's risk insurance shall be written to cover all risks of physical loss except those specifically excluded in the policy and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, rain, hail, wind and collapse.

Any deductible applicable to the builder's risk insurance shall be the responsibility of the CONTRACTOR in the event of a loss.

The builder's risk insurance shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the Project is accepted as completed by the CITY COUNCIL. The policy shall not contain any exclusion of coverage for any period during which Project systems are being tested or during which the Project is being partially occupied by the CITY.

In the event of a covered loss, proceeds of builder's risk insurance shall be applied first to reimburse actual costs of demolition, debris removal, reconstruction, and repair or replacement incurred in the discharge of the CONTRACTOR's obligations of repair or replacement under the Contract Documents. The CITY shall have no liability for such costs. Insurance proceeds shall be deposited in a separate account in a local bank satisfactory to the CITY and shall be withdrawn only with the CITY'S written approval to reimburse such actual costs as the builder's risk carrier has agreed to reimburse. The CITY shall have no liability for failure of builder's risk carrier to pay for particular cost of repairs. This article shall not qualify or modify the CONTRACTOR's responsibility for the work under Section 17.8.

Before the commencement of work, CONTRACTOR shall provide the CITY with a Certificate of Insurance for the builder's risk policy including all deductibles and sublimits. The policy shall be supplied to the CITY for review upon request.

If the CITY is damaged by the failure of CONTRACTOR to maintain the required insurance, the CONTRACTOR shall bear all reasonable costs properly attributable to that failure.

In the event of termination of the CONTRACTOR for default under Section 14.11.2, the CONTRACTOR shall forfeit all rights to builder's risk insurance proceeds and the CITY may expend such proceeds to complete the Project as if they were unpaid Contract monies.

18.4 WAIVER OF SUBROGATION

CONTRACTOR waives all rights against the State of California, the CITY and any of their officers, the ENGINEER, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builder's risk insurance, or any other property insurance applicable to the work or the Project.

18.5 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the State of California, the CITY, the ENGINEER, and their consultants, and each of their directors, volunteers, officers, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work, both on and off the job site, provided that any of the foregoing is 1) attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and, 2) caused in whole or in part by an act or omission of the CONTRACTOR, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence, sole negligence or willful misconduct of the CITY), of a party indemnified hereunder. The CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the CITY, its directors, officers, volunteers, or employees.

The obligations of the CONTRACTOR under the first and fourth paragraphs of this Section 18.5 shall not extend to the liability of the ENGINEER, and their consultants, and each of their directors, officers, employees, and volunteers arising out of or resulting from or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage or injury.

The CONTRACTOR shall also indemnify and hold harmless the State of California, the CITY, the ENGINEER, and their consultants, and each of their directors, officers, volunteers and employees from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the work and all of the CONTRACTOR's

obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

The CONTRACTOR shall assume the defense of, and indemnify and save harmless, the State of California, the CITY, the ENGINEER, and their consultants, and each of their Directors, employees, and volunteers from all claims, costs, losses, damages and expenses, including attorneys' fees of any kind arising from the performance of this Contract, including claims for personal injury or death, claims for damage to property, and claims for loss of business. The CONTRACTOR agrees to require that in any agreement and/or subcontract entered into with any one for the performance of work under this Contract, that all work will be done pursuant to the CITY'S Improvement Standards, Technical Specifications and Drawings, and that the CONTRACTOR will indemnify and save harmless the State of California, the CITY, the ENGINEER, and their consultants, and each of their Directors, employees, and volunteers from all claims of any kind arising from any and all Contractors' and subcontractors' performance of this Contract, including claims for personal injury and death, claims for damages to property and claims for loss of business.

18.6 COMPLIANCE WITH STATE REQUIREMENTS FOR USE OF SUBCONTRACTORS

The CONTRACTOR's attention is directed to Section 6109 of the Public Contract Code, which prohibits a contractor or a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded or perform work as a subcontractor on a public works project. This Section also prohibits a contractor from performing work on this Contract with a subcontractor who is ineligible to perform work on this Contract pursuant to the above Labor Code sections. The CONTRACTOR shall comply with all of the provisions of Section 6109 of the Labor Code.

(END OF SECTION)

19.0 PROSECUTION AND PROGRESS

19.1 SUBCONTRACTING

The CONTRACTOR shall give personal attention to the fulfillment of the Contract and shall keep the work under his/her control. The CONTRACTOR shall perform with his/her own organization and with the assistance of workers under his/her immediate superintendence, work of a value of not less than fifty percent (50%) of the value of all work embraced in the Contract. The value of the work subcontracted shall be determined by summing all of the percentages identified for listed subcontractors on the Proposal Form. If the sum of such percentages exceeds fifty percent (50%), the CITY may treat the bid as nonresponsive and reject it on that basis. When a portion of the work which has been subcontracted by the CONTRACTOR is not being prosecuted in a manner satisfactory to the CITY, the subcontractor shall be removed immediately on the request of the ENGINEER and shall not again be employed on the work. No changes will be allowed from the approved subcontractor list without approval of the ENGINEER.

The CONTRACTOR agrees to be as fully responsible to the CITY for the acts and omissions of his/her subcontractors at all levels and for persons either directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract Documents shall create any contractual rights for any subcontractor against the CITY. The CONTRACTOR shall cause every subcontractor to be bound by the terms of the Contract Documents.

19.2 ASSIGNMENT

The performance of the Contract may not be assigned directly or indirectly except upon the written consent of the CITY. Consent will not be given to any proposed assignment which would relieve the original Contractor or his/her Surety of their responsibilities under the Contract, nor will the CITY consent to any assignment of a part of the work under the Contract.

The Contract may assign monies due or to become due to the CONTRACTOR under the Contract and such assignment will be recognized by the CITY, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all proper off-sets in favor of the CITY and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the CITY for the completion of the work in the event that the CONTRACTOR should be in default.

19.3 DELAYS AND TIME EXTENSION

If the CONTRACTOR is delayed in the progress of the work by any act or neglect of the CITY or the ENGINEER, or by any separate contractor employed by the CITY, or by strikes, lockouts, fire, acts of God, unusual weather conditions, or unavoidable casualties, the CONTRACTOR shall, within twenty-four (24) hours of the start of the occurrence, give written notice to the CITY of the cause of the potential delay and an estimate of the possible time extension involved. Within seven (7) days after the cause of delay has been remedied, the CONTRACTOR shall give notice to the CITY of any actual time extension requested as a result of the aforementioned occurrence.

For purposes of this Contract, the CONTRACTOR shall be entitled to a time extension to the Substantial Completion Milestones listed on the construction schedule as required by the Section 5.0 of the General Conditions, "Construction Schedules (Bar Charts)" for weather delays only when the CONTRACTOR's critical path activity, as shown on its most recent schedule update, is delayed by unusual weather for over four (4) hours in a given work day. Unusual weather shall be deemed to include only days of rainfall in excess of 0.10 inches.

Rainfall shall be as measured at Bakersfield, California and reported by the Western Regional Climate Center website, www.wrcc.dri.edu. No extra payment to the CONTRACTOR will be made for delays caused by unusual weather conditions. CONTRACTOR shall note that no time extensions to

Operational Milestones as defined in the Section 5.0 of the General Conditions, "Construction Schedule (Bar Charts)" shall be allowed for weather events.

Delays in delivery of equipment or material purchased by the CONTRACTOR or his/her subcontractors shall not be considered as a just cause for delay. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. The CITY does not warrant the availability of "sole source" items or the timely performance of sole source suppliers and subcontractors and the CONTRACTOR's remedies for delay or other breach by such entities shall solely be against them and not against the CITY.

Other time extension claims by the CONTRACTOR must be within ten calendar days after occurrence of the event giving rise to such claim or within ten calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims for time extension must be made by written notice. An additional claim made after the initial Claim has been implemented by contract change order will not be considered.

Any delay claim shall be accompanied by a critical path method (CPM) schedule showing that the delayed task was on the Project's critical path at the time of the delay. Project schedule shall be in the form detailed in the Section 5.0 of the General Conditions, "Construction Schedules (Bar Charts)".

19.4 TEMPORARY SUSPENSION OF WORK

The ENGINEER shall have the authority to suspend the work wholly, or in part, for such period deemed necessary due to conditions considered unfavorable for the suitable prosecution of the work, or for such time deemed necessary due to the failure on the part of the CONTRACTOR to carry out orders given or to perform the work in accordance with these Plans and Specifications. The CONTRACTOR shall immediately comply with the written order of the ENGINEER to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and/or methods are corrected, as ordered or approved in writing by the ENGINEER. The period of suspension will be included in determining the time for completion of work. In the event of a suspension of work under any of the conditions previously set forth, such suspension of work shall not relieve the CONTRACTOR of his/her responsibilities as set forth under Section 17.0, "Legal Relations and Responsibility", in these General Provisions.

19.5 PROGRESS SCHEDULE AND ORDER OF COMPLETION

To ensure completion of the work within the time limit specified, and to assist the CITY in the scheduling of other work, CONTRACTOR shall submit to the CITY within ten (10) calendar days after he/she receives the Notice to Proceed a detailed schedule showing the proposed dates of beginning and completion of all significant items of work under the Contract. If the actual progress of the work varies materially from the proposed program, or if the CONTRACTOR proposes to change the program for any reason, he/she shall submit to the CITY the revised construction program which he/she proposes to follow. The proposed original and revised program shall be adequate, in the opinion of the CITY, to meet the requirements for completion of the work as herein set forth. If, in the opinion of the CITY, the CONTRACTOR's proposed program or the actual progress of the work is insufficient to meet the specified requirements, the CONTRACTOR shall take such steps as are necessary to accomplish the required progress and completion.

When in the judgment of the CITY it is necessary to accelerate any part of the work ahead of schedule, the CONTRACTOR shall, when directed, concentrate his/her efforts on such part of the work.

19.6 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON - LIQUIDATED DAMAGES

The CONTRACTOR agrees to provide all materials, labor and equipment for the project. It is further stipulated and agreed that if the work contracted for is not completed within the time provided, the CITY will be actually and seriously damaged in the conduct of its affairs, and that from the nature of the

circumstances, it would be impractical and extremely difficult to fix or compute the actual damage which may be sustained by the CITY in such event, and it is therefore stipulated and agreed that upon the failure of the CONTRACTOR to complete the work contracted for within the time provided, the CONTRACTOR shall pay the CITY the sum specified in Section B of this Contract, document titled "Bid Document" for each and every day after the number of specified days from and after the issuance of the Notice to Proceed until the completion of said work and the acceptance thereof by the CITY, and that all sums due and payable by the CONTRACTOR to the CITY shall be deemed to be liquidated damages for such period and not a penalty, and may be offset by the CITY against any monies due the CONTRACTOR hereunder.

The work contracted for shall be deemed to be completed within the meaning of this Contract when same has been actually completed in accordance with the Plans and Specifications thereto and to the satisfaction of the CITY. Nothing in this Section shall prohibit the CITY from granting to the CONTRACTOR an extension of time beyond the fixed date of completion and waiving of the damages specified in the Contract Documents Section titled "Special Provisions".

19.7 PROJECT QUALITY CONTROL

19.7.1 Test Reports And Certifications - Where certifications or mill-test reports are required, the CONTRACTOR shall submit three (3) complete, certified copies. Certifications shall show chemical composition, mechanical properties, or other characteristics of the materials to be used in the work. Material specified by a referenced standard shall be certifiable by the mill or manufacturer under that standard. The testing, analysis, and certification shall be the responsibility of the CONTRACTOR.

19.7.2 Notices Of Fabrication - The CONTRACTOR shall submit a separate notice of fabrication for each fabricated article and material. For articles and materials fabricated outside Kern County, the CONTRACTOR shall submit the notice fourteen (14) days before starting fabrication. The CONTRACTOR shall provide a certified third party inspection firm for all work performed outside Kern County. For articles and materials fabricated within Kern County, the CONTRACTOR shall submit the notice five (5) days before starting fabrication.

19.7.3 Responsibilities - The CONTRACTOR shall be responsible for full compliance with every requirement of the Contract Documents and shall ensure that the work is in full accordance with these requirements. At all times, the CONTRACTOR's work will be subject to rigid inspection by the ENGINEER. Whether discovered by the CONTRACTOR or the ENGINEER, nonconforming work shall be corrected or replaced by the CONTRACTOR. For convenience, materials or equipment to be incorporated in the work may be designated in the Specifications by a trade name or the name of a manufacturer and the manufacturer's catalog item number information. Materials, articles, or equipment, even if supplied by a manufacturer designated in the Specifications, shall be accepted only if the items meet all other specification requirements.

The CONTRACTOR shall furnish all tools, equipment, materials, supplies, and manufactured articles necessary or required for the performance and completion of the work included in the Contract, except for materials and equipment specified to be furnished by the CITY. The materials, articles, and equipment provided for permanent installation in the work shall be new and shall be in accordance with these Specifications.

The CONTRACTOR shall perform quality control on suppliers, manufacturers, products, services, site conditions, and workmanship to ensure that work conforms to the Contract Documents. The CONTRACTOR shall be prepared to document its quality control activities. The CONTRACTOR shall require and ensure conformance with specified standards as a minimum quality for the work. When more stringent tolerances, codes, or specified requirements are required by a particular manufacturer or a particular item of work, the higher standards or more precise workmanship shall be provided.

The ENGINEER's inspections and tests are for the sole benefit of the CITY and shall not:

- A. Relieve the CONTRACTOR of responsibility for providing adequate quality control measures.
- B. Relieve the CONTRACTOR of responsibility for damage to or loss of the material before acceptance.
- C. Constitute or imply acceptance.
- D. Affect the continuing rights of the CITY after acceptance of the completed work.

The CONTRACTOR shall be responsible for adjustments, corrections, or repairs found necessary after the delivery or installation of materials and articles. Unidentified materials shall not be used in the work, including work at fabrication plants.

Sequencing and Scheduling of Inspections and Tests - The CONTRACTOR shall furnish and prepare the required samples and test specimens ready for testing in time for the necessary tests and analysis. Where the Specifications require work to be tested or approved, it shall be tested only in the presence of the ENGINEER.

The ENGINEER shall be given timely notice of the CONTRACTOR's readiness for inspection and test. The length of advance notice shall be appropriate for the complexity of the inspection or test, the availability of the ENGINEER's staff, and the location of the inspection or test, but in no case shall less than twenty-four (24) hours' advance notice be given.

19.7.4 Testing - Materials and articles that are to be included in the works shall be subject to testing for conformance with the Specifications and Drawings. When not otherwise specified, sampling and testing shall be in accordance with the methods prescribed in the current standards of ASTM applicable to the class and nature of the articles or materials considered. However, the ENGINEER will have the right to use any generally accepted method of testing that will ensure that the quality of materials, articles, or work is in full accord with the Specifications and Drawings. The ENGINEER will have the right to select, test, and analyze, at the expense of the CITY, additional test specimens of the materials to be used. Results of these tests and analyses will be considered with the results of other tests or analyses, whether performed by the ENGINEER or the CONTRACTOR, to determine compliance with the applicable Specifications for the materials.

19.7.5 Inspection By The ENGINEER - Materials and articles that are to be included in the work shall be subject to rigid inspection by the ENGINEER for conformance with the Specifications and Drawings. The CONTRACTOR shall plan for the inspections to be continuous, repetitive, and detailed. Orders for materials, articles, and equipment shall note that the articles, materials, and equipment are subject to inspection and acceptance by the CITY, both during manufacture or fabrication and after delivery to the site.

When practicable and convenient for the ENGINEER, inspection will be made during the manufacture of the articles and equipment. The location, alignment, grade, plumb, and other physical characteristics of formwork for concrete, items to be embedded in concrete, and permanent improvements shall be subject to rigid survey verification. Materials or articles shall not be incorporated in the work until they have been inspected by the ENGINEER. After testing, work shall be covered or backfilled only with the approval of the ENGINEER.

The duties of the ENGINEER in conducting review of the CONTRACTOR's performance is not intended to include review of the adequacy of the CONTRACTOR's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site.

19.7.6 Facilities For Inspection And Testing - The CONTRACTOR shall furnish the facilities, utilities, and assistance necessary for the safe and convenient performance of inspections and tests required by the Specifications or by the ENGINEER. The CONTRACTOR shall provide

adequate lighting, access, and ventilation for a safe working environment for inspections and tests. The CONTRACTOR shall cooperate with the ENGINEER's staff in the performance of their respective duties and shall provide qualified personnel to assist with the performance of tests and inspections by them. When the Specifications require tests or inspections to be performed by the CONTRACTOR, the CONTRACTOR shall provide qualified, licensed, personnel to perform them.

19.7.7 Rejection Of Work - The ENGINEER will have the right, at all times and in all places, to reject articles or materials to be furnished for the Project that fail to meet the requirements of these Specifications. This shall be regardless of whether the defects in these articles or materials are detected at the point of manufacture or after completion of the work at the site. The ENGINEER will be the sole judge as to the acceptable quality of materials, articles, and work. However, where the ENGINEER, through an oversight or otherwise, accepts material, articles, or work that is defective or that is contrary to the Specifications, the material, article, or work, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the ENGINEER.

Promptly after notification of rejection by the ENGINEER, the CONTRACTOR shall remove rejected portions or items of materials, articles, or work to a satisfactory distance from the vicinity of accepted items and shall replace the rejected materials, etc., with items acceptable to the ENGINEER.

19.7.8 Final Inspections And Acceptance - Final inspections for acceptance of materials, articles, equipment, and work will be made at the completion of all Contract work. A minimum of ten (10) working days prior to the estimated completion of the work, the CONTRACTOR shall notify the ENGINEER in writing of the pending completion of the entire work or an agreed portion thereof. The CONTRACTOR shall include with the notice a complete list of work items remaining to be completed. On or about the CONTRACTOR's estimated completion date, the ENGINEER will make a thorough inspection of the entire work. Defects or deficiencies noted during this inspection will be reported to the CONTRACTOR in writing. The CONTRACTOR shall notify the ENGINEER in writing when all items on the list are corrected. Shortly thereafter, the ENGINEER will make a thorough final inspection of the entire work.

If the ENGINEER determines the work to be complete, it will be accepted. If defects or deficiencies are noted during this inspection, they will be reported in writing to the CONTRACTOR. When the CONTRACTOR notifies the ENGINEER of the correction of these items, another final inspection will be scheduled.

19.8 SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours and/or days. The CONTRACTOR shall have in full force and effect an Injury and Illness Prevention Program (IIPP) and a Site Specific Safety Plan covering all work of the CONTRACTOR and subcontractor employees at the site.

Safety provisions shall conform to all applicable federal, state, county, and local laws, ordinances, and to other rules of law applicable to the work. Where any of these are in conflict, the more stringent requirement shall be followed.

The CONTRACTOR shall maintain at the job office and/or other well-known place on the job site, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal, to the hospital or a doctor's care, of persons who may be injured on the job site.

The right of the ENGINEER and/or CITY to conduct construction review of the CONTRACTOR's performance is not intended to and will not include a review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the CONTRACTOR shall comply with this law.

19.8.1 Valley Fever - Notices to Employees - A special biological problem of the Project Site is presence of tiny organisms living in the soil which can cause valley fever in man. As is typical of many desert areas in southwestern United States, valley fever is endemic to Kern and Tulare County. Although everyone living in the valley has some contact with the disease-causing organisms, the illness is especially hazardous to those whose work brings them into close contact with the soil, as for example agricultural and construction workers.

19.8.2 Ventilation - Ventilation and control of oxygen-deficient atmospheres, dusts, fumes, mists, vapors, and gases shall be in accordance with the CSO and all other applicable laws, ordinances and regulations.

19.8.3 Trench Safety - In accordance with Section 6705 of the State Labor Code, the CONTRACTOR shall submit to the CITY specific plans to show details of provisions for worker protection from caving ground. This trench safety plan shall be submitted to and approved by the CITY prior to starting excavation for any trench or trenches five (5) feet or more in depth. The trench safety plan working Drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety Standards of the Department of Health, Education and Welfare, the plan shall be prepared by a registered civil or structural ENGINEER. As a part of the plan, a note shall be included stating that the registered civil or structural ENGINEER certifies that the plan complies with the CAL-OSHA Construction Safety Orders, or that the registered civil or structural ENGINEER certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. In no event shall the CONTRACTOR use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the CONTRACTOR from the requirement to maintain safety in all areas. If excavation or trench work requiring a CAL-OSHA permit are to be undertaken, the CONTRACTOR shall submit a copy of his/her permit with the excavation/trench work safety plan to the CITY before work begins.

The CITY or the ENGINEER may have made investigations of subsurface conditions in areas where the work is to be performed. If so, these investigations are identified in the Special Provisions, and the records of such investigations are available for inspection at the Engineering Office. The detailed plan showing the design of shoring, which the CONTRACTOR is required to submit to the CITY for acceptance prior to excavation, shall not be accepted by the CITY if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the CITY or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads. Nothing contained herein shall be construed as relieving the CONTRACTOR of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

Inspection or testing by the CITY or any agent of the CITY is not intended to include review of the adequacy of the CONTRACTOR's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction, nor make the CITY responsible for providing a safe place

for the performance of work by the CONTRACTOR, subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the CITY. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If any claim is made by anyone against the CONTRACTOR or any subcontractor on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

Whenever abrasive blasting is to be performed for the removal of painted coating systems, the blast media shall be certified by CARB for unconfined blasting pursuant to CCR Title 17.

19.8.4 Facility Startup - The CONTRACTOR shall commission all systems and equipment to verify performance, function, and correct operation by performing procedures to activate, startup, adjust, test, and demonstrate that the work is in operating order in accordance with these general requirements of this Section and the detailed requirements of the technical sections under the system or equipment specified.

To ensure that the work is ready for full-time operation, the procedures shall include verification, balancing, calibration, witness testing, documentation, inspection by equipment manufacturers and operator training where specified. The CONTRACTOR shall notify the ENGINEER five (5) days prior to starting each system or piece of equipment. During the startup period, the CONTRACTOR shall coordinate the operation of the facilities with ENGINEER, subcontractors, CITY'S operators, and manufacturer's representatives.

The CONTRACTOR shall furnish test equipment, measuring devices and supplies required to conduct tests. The CONTRACTOR shall maintain the equipment until acceptance, provide all lubricants, chemicals, and electricity necessary until acceptance, furnish all expendable supplies, gas, water, etc., required for startup, demonstration and testing, and dispose of all waste or used supplies, water, etc.

19.9 CONTRACT CLOSEOUT

19.9.1 Final Cleanup - Prior to final inspection, clean the entire construction area and all other areas affected by the performance of work under this Contract. Clean up work area using personnel specializing in and skilled in cleaning and maintenance work. The CONTRACTOR shall repair work using personnel skilled in executing the type of work being repaired. All work shall be executed to the highest trade standards applicable to that type of work.

The CONTRACTOR shall perform the following work prior to final inspection:

- A. The CONTRACTOR shall remove all temporary construction, signs, tools, equipment, excess material and debris.
- B. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
- C. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this work.
- D. Sweep clean and wash down all exterior pavements.

- E. Remove all hazardous material and material that may cause sediment in drainage systems prior to wash down.
- F. Remove all grease and oil stains on pavement caused by CONTRACTOR's equipment.

19.9.2 CONTRACTOR's Action List of Items to Be Corrected and/or Completed - During construction, the CONTRACTOR shall maintain an action list of items to be corrected and/or completed. The CONTRACTOR shall regularly add items and update the list as information becomes available or as requested by the ENGINEER. The CONTRACTOR shall deliver a current copy of the list to the ENGINEER at each progress meeting.

19.9.3 Semifinal Inspection/Substantial Completion - When the CONTRACTOR considers the work nearly complete, the CONTRACTOR shall review the Contract Documents, inspect the work, and use the CONTRACTOR's action list to prepare a CONTRACTOR's punch list of all deficient or uncompleted items. The CONTRACTOR shall complete or correct items on the punch list. When the work is substantially complete, the CONTRACTOR shall notify the ENGINEER in writing that the CONTRACTOR has reviewed the Contract Documents, inspected the work and believes that the work is substantially complete and ready for semifinal inspection.

On receipt of the CONTRACTOR's punch list and notice that the work is ready for semifinal inspection; the ENGINEER will inspect the work. The ENGINEER may add additional items to the CONTRACTOR's punch list; may find that the work is not ready for inspection; is ready for inspection but not substantially complete; or that the work is substantially complete. When the ENGINEER finds the work is substantially complete, it will prepare a final punch list and a Notice of Substantial Completion which will state the date of substantial completion and the time agreed to by the CITY and the CONTRACTOR (not to exceed thirty [30] days) in which the work shall be fully complete and ready for final inspection.

19.9.4 Final Inspection, Final Completion And Final Payment - When the CONTRACTOR has completed or corrected all the items on the ENGINEER's final punch list, the CONTRACTOR shall give the ENGINEER written notice that the work is ready for final inspection. When the ENGINEER finds the work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the ENGINEER will recommend that the CITY issue a Notice of Final Completion, make final payment and accept the work stating that to the best of the ENGINEER's knowledge, information and belief, and on the basis of the ENGINEER's observations and inspection, the work has been fully completed in accordance with the terms and conditions of the Contract Documents.

19.9.5 Final Submittals include:

- A. Operation and Maintenance Manuals and Parts Lists
- B. Record Drawings
- C. Extra Materials
- D. Special Guarantees
- E. Insurance Certificate showing required continuation of coverage beyond Final Payment
- F. Release of Liens
- G. Waiver of Claims by CONTRACTOR
- H. And any other submittals required by the Contract Documents and not previously received

The CITY will record the Notice of Final Completion at the County Recorder's Office. The CITY will make Final Payment to the CONTRACTOR thirty-five (35) days after recording the Notice of Final Completion.

19.9.6 Record Drawings - The CONTRACTOR shall maintain on the jobsite, a complete set of Contract Documents and a complete file of all addenda, Contract modifications and favorably reviewed submittals. The CONTRACTOR shall prepare a set of Record Drawings concurrently with the construction of the Work and in accordance with the following:

- A. Show the invert elevation of all gravity piping and the top of pipe, top of conduit or top of protective concrete encasement for other utilities. Elevations shall be related to a permanent visible elevation bench mark set at the site by the CONTRACTOR.
- B. Show the horizontal location of underground utilities measured from permanent visible physical features such as face of building, face of tank, or centerline of manhole.
- C. Comply with detailed requirements in technical specification sections describing the type of information required on Record Drawings. The CONTRACTOR's copy of Contract Documents, Contract modifications and Record Drawings shall be available to the ENGINEER for weekly verification that the records are being currently updated.
- D. The CONTRACTOR shall submit Record Drawings and obtain acceptance prior to completion.

19.9.7 Extra Materials - Deliver specified extra materials and parts to CITY. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

19.9.8 Twelve-Month Inspection – Unless specified otherwise in the Technical Specifications, approximately thirty (30) days prior to the expiration of the one (1)-year guarantee period, the CONTRACTOR shall tour the Project with the ENGINEER and/or the CITY to prepare a list of corrective work required under the twelve (12)-month guarantee. The CONTRACTOR shall correct all items found to be defective within twenty (20) days of receipt of the list of items to be corrected.

19.10 GUARANTEE AND WARRANTY

Guarantee And Warranty Requirements - The CONTRACTOR shall warrant and guarantee that the entire work constructed under the Contract fully meets all requirements of the Contract. The CONTRACTOR shall further warrant and guarantee that all work, including materials, articles, and equipment furnished by the CONTRACTOR under the Contract, shall be free of deficiencies and defects for a period of one (1) year after the date of final acceptance of the work unless specified otherwise.

The CONTRACTOR shall further warrant and guarantee to make or have made at CONTRACTOR's expense repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the Specifications any part of the work which during the guarantee period is found to be deficient with respect to any provision of the Specifications.

If a defect or deficiency is of a kind which in the opinion of the ENGINEER requires immediate correction to avoid injury to the CITY, the ENGINEER may make or have made such repairs, adjustments, replacements, or other corrective work and the CONTRACTOR agrees to promptly pay the CITY invoice for the corrective work.

If a defect or deficiency is of a kind which in the opinion of the ENGINEER requires immediate correction but the CONTRACTOR has failed to undertake corrective work within three (3) working days of receipt of written notice from the ENGINEER, the ENGINEER may make or have made such repairs, adjustments, replacements, or other corrective work and the CONTRACTOR agrees to promptly pay the CITY invoice for the corrective work.

The CITY will have the right to use deficient material and equipment until it can be taken out of service without injury to the CITY. The guarantees and agreements set forth herein shall be secured by the "Faithful Performance Bond" furnished by the CONTRACTOR to the CITY at the time of execution of the Contract, which bond shall be deemed to continue in effect during the period of guarantee.

This guarantee is not the exclusive remedy for the CITY in the event of any breach of this Contract.

(END OF SECTION)

20.0 MEASUREMENT AND PAYMENT

20.1 MEASUREMENT OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the ENGINEER on the basis of measurements taken by the ENGINEER, and these measurements shall be final and binding.

All quantities of work computed under the Contract shall be based upon measurements by the ENGINEER according to United States Measurements and Weights.

20.2 SCOPE OF PAYMENT

The CONTRACTOR shall accept the compensation as provided in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed work; for performing all work contemplated and embraced under the Contract; for loss or damage arising from the nature of the work, or from the action of the elements, except as before provided, or from any unforeseen difficulties which may be encountered during the prosecution of the work until final acceptance by the CITY, and for all risks of every description connected with the prosecution of the work; and for completing the work according to these Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the CONTRACTOR of any obligation to make good any defective work or material.

No allowance will be made, other than as indicated in this Contract, for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

20.3 CHANGE ORDER/PAYMENT FOR EXTRA WORK

It is the intention of this Contract that the differences between the parties, arising under and by virtue of the Contract be brought to the attention of the ENGINEER at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. In no event shall the CONTRACTOR be entitled to additional compensation or an extension of time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim was filed prior to the CONTRACTOR commencing any action which the CONTRACTOR seeks additional compensation or an extension of time for.

Without invalidating the Contract and without notice to any surety or insurer, CITY may, at any time, or from time to time, order additions, deletions, or revisions in the Work by a written Contract Change Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the extra work involved which will be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided in the Change Order. Payment for extra work shall be made at the unit or lump sum price bid, when applicable, or as otherwise agreed upon in the written Contract Change Order.

Extra work shall not be performed without written approval from the Engineer. All proposed change orders submitted by the Contractor shall clearly outline the scope of work, provide an itemized list of manpower, manpower costs, and hours, provide an itemized list of equipment to be used, equipment costs, and hours, provide an itemized list of all materials to be furnished, and outline all additional costs such as project management, office supplies, insurance and bond costs, etc. Contractor mark-ups on labor, material, and equipment shall not exceed 15%. The Contractor mark-up on subcontractors work shall not exceed 5%. Subcontractors shall be restricted to a maximum 15% mark-up on all labor, equipment, and material associated with their work as well. All change order costs shall be detailed and substantiated with the documentation acceptable to the City's Representative.

Time and Material or Force Account work, if authorized by the City's Representative, shall be in accordance with the following paragraphs.

The CONTRACTOR shall provide a copy of the Daily Extra Work Report (DEWR) for each day of extra work. The DEWR is to be signed by the CONTRACTOR's authorized representative and the CITY'S on site representative on the day the work is performed. THE DEWR is to include the name and hours for each person, equipment designation and hours and designation and quantities of all materials. Mark-ups shall be limited to fifteen percent (15%). Items not included on the DEWR will not be paid for. Work on DEWR not signed by the CITY'S on site representative will not be paid for.

A copy of each DEWR with the labor rates, equipment rates, cost of materials, extended amounts, markups and total. Computer generated sheets can be submitted if the information on the computer sheets can be readily cross referenced with the signed DEWR.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 19.1 titled "Subcontracting," an additional markup of five percent (5%) will be added to the total cost of said extra work including all markups specified in Section 20.3, titled "Payment for Extra Work." Said additional five percent (5%) markup shall reimburse the CONTRACTOR for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

When both additional and deleted work are involved in any one change, the markup allowances of this Section shall be applied to the net extra cost of the work, if any, after subtraction of the costs for the omitted work from the extra work. For Change Order work which results in a net decrease in cost a minimum of five percent (5%) markup shall be added to the sum of the direct labor, materials and equipment as a deduction for profit, indirect and overhead costs and reduction in bond and insurance. The CONTRACTOR shall neither be entitled to nor claim anticipated profits on work that may be omitted.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include, but are not limited to, the CONTRACTOR's and all subcontractor's indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

20.3.1 Direct Labor Cost - Charges for all of the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman, when authorized by the ENGINEER for the workers used in the actual and direct performance of the work. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics. The time charged to extra work shall be subject to the daily approval of the ENGINEER and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those basic wages including current employer contributions for fringe benefits and including applicable subsistence and travel allowances, all as actually paid to workers under collective bargaining agreements or as regular workers under collective bargaining agreements or as a regular practice of the employer. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. The CONTRACTOR shall submit with the billing, copies of certified payrolls for labor associated with extra work. Overtime shall not be worked without prior approval of the ENGINEER.

20.3.2 Equipment Cost - Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It shall not include charges for listed equipment or major tools with a new cost of five-hundred dollars (\$500.00) or less. Equipment time charges shall be subject to the daily approval of the ENGINEER and evidence of such daily approval submitted with the billing. The CONTRACTOR will be paid for the use of equipment at the rental rates listed for such equipment in the California

Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the CONTRACTOR, except that for those pieces of equipment with a rental rate of ten dollars (\$10.00) per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment CITY, other than CONTRACTOR owned, the CONTRACTOR will be paid at the hourly rate shown on the rental CITY invoice or agreement for the time used on force account work. If a minimum equipment rental amount is required by the local equipment rental CITY, the actual amount charged will be paid to the CONTRACTOR.

If it is deemed necessary by the ENGINEER to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the ENGINEER. The CONTRACTOR may furnish any cost data which might assist the ENGINEER in the establishment of such rental rate. If the rental rate established by the ENGINEER is ten dollars (\$10.00) per hour or less, the provisions above concerning rental of equipment from a local equipment CITY shall apply.

20.3.3 The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

20.3.4 Operators of rented equipment will be paid for as provided in Section 20.3.1, titled "Direct Labor Cost."

20.3.5 All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.

20.3.6 Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Rental time will not be allowed while equipment is inoperative due to breakdowns.

20.3.7 The time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work. The following shall be used in computing the rental time of equipment on the work:

- A. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be two (2) hours of operation.
- B. When daily rates are listed, less than four (4) hours of operation shall be considered to be two (2) days of operation.

20.3.8 When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the CONTRACTOR will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 20.3.2, titled "Equipment Cost."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement.

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 20.3, titled "Change Order/Payment for Extra Work."

All force account work shall be adjusted daily upon Daily Extra Work report sheets, furnished to the CONTRACTOR by the ENGINEER and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

20.3.9 Material Costs - Charges for the cost of materials furnished by the CONTRACTOR shall be made provided such furnishing was specifically authorized in the extra work order and the actual use verified by the ENGINEER. Charges shall be net cost to the CONTRACTOR delivered at the job, including all applicable sales taxes and vendor's invoice must accompany the billing along with verification of use of such materials by the ENGINEER.

20.4 DISPUTED CHANGE ORDER WORK VERIFICATION

- A. In no event may the CONTRACTOR refuse to proceed with the work as directed by the ENGINEER. It is agreed and understood that the CONTRACTOR's failure to properly and timely carry out the directions of the ENGINEER shall be deemed as a material breach of this Contract.
- B. If the CONTRACTOR believes that the CITY or the ENGINEER has failed to provide a Change Order when one is due to the CONTRACTOR, or his subcontractors, the CONTRACTOR shall immediately notify the CITY and the ENGINEER of such belief in writing and shall immediately document the work the CONTRACTOR feels justifies the Change Order in accordance with the provisions herein provided for in this Section 20.4.
- C. The CONTRACTOR's failure to document the work as provided for in this Section 20.4 shall be deemed as a waiver by the CONTRACTOR of any right to an adjustment in Contract Price and/or Contract Time for the work in question. Likewise, the CONTRACTOR's failure to assert the disputed work in the Request for Payment and the Progress Payment Waiver covering the time period in question shall be deemed as a waiver by the CONTRACTOR of any right to an adjustment in Contract Price and/or Contract Time for the work in question.
- D. For Disputed Change Order Work Verification, the CONTRACTOR, or his subcontractor through the CONTRACTOR, shall submit on a daily basis at the end of each day a Force Account Worksheet for the day to the CITY's Representative for examination and review. The worksheet shall include an itemized breakdown of the labor, materials, tools and equipment used in performing the work. The CITY's Representative shall receive the worksheet on a daily basis and shall provide to the CONTRACTOR a receipt to signifying the acceptance of the daily worksheet. The receipt only signifies that the CITY's Representative has received the worksheet and in no way shall said receipt be construed as an admission by the CITY, or the CITY's Representative, that the matters claimed in the worksheet are accurate and require payment.
- E. The CITY's Representative shall examine and review the worksheet and make any adjustments as needed based upon the Representative's observations of the work that day; said adjustments shall be limited to the itemized break down of labor, materials, tools and equipment used in performing the work. The CONTRACTOR shall be given a copy of the worksheet with any adjustments noted by the CITY's Representative the following day.

- F. The Engineer shall review the worksheets as adjusted by the CITY's Representative and shall verify the costs and entitlements listed on the same. As a part of this process, the Engineer shall reject for payment any portion of the Force Account Worksheet which does not reflect a Change in the Contract Price and/or Contract Time or which is otherwise improperly charged to the CITY.
- G. Once verified by the Engineer, any Work listed on the worksheets which the CONTRACTOR is entitled to payment for shall be paid along with the Progress Payment for the time period covering in question.
- H. Submission of daily worksheets under this Section 20.4 shall not alleviate the CONTRACTOR's responsibility to properly list any and all claims, including but not limited to the claims found in the daily worksheets on the monthly Request for Payment and the Progress Payment Waiver covering the time period in question and the failure to do so shall act as a waiver to said claims. Likewise, it is agreed and understood that the submission of daily worksheets in accordance with this Section 20.4 is a condition precedent to the filing of any claim under Section 20.7, or any other applicable law, and the failure to submit a daily worksheet or worksheets shall act as a waiver to said claims.

20.5 PROGRESS PAYMENTS

Once each month the CONTRACTOR shall submit to the CITY a Request for Payment, including waivers and releases, on forms to be provided by the CITY. CONTRACTOR shall list all claims for payment, including all disputed claims if any, on the required monthly form for the work period covered by the form. CONTRACTOR acknowledges and agrees that the failure to list any and all work on the forms, including all disputed claims if any, shall act as a waiver and release of any claim the CONTRACTOR may have, of whatever type or nature, for the period specified on the required monthly form. Likewise, CONTRACTOR agrees and acknowledges that said monthly forms cannot be revised more than 7 days after the work period covered by the form and the Request for Payment shall follow the form of the Schedule of Values required by the ENGINEER.

In addition to the required monthly Request for Payment forms, CONTRACTOR must submit Waiver and Releases on forms provided by the CITY. Waiver and Release submittal sequence shall be as follows:

1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a "**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**". If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a "**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**" for those suppliers or subcontractors.
2. Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a "**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**" for a total amount reflecting the current progress payment. Also submit an "**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**" reflecting the previous progress payment aggregate sum.
3. Upon submittal for final progress payment, submit for each subcontractor, material or equipment supplier a "**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**". Also submit an "**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**" reflecting the previous progress payment aggregate sum.
4. Prior to final payment, submit for each subcontractor, material or equipment supplier a "**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**".

5. Upon receipt of final payment, Contractor shall submit an **"UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT"**.

Upon receipt of a Request for Payment, the CITY shall review it as soon as practicable to determine if it is proper. Any Request for Payment determined not to be a proper request suitable for payment shall be returned to the CONTRACTOR as soon as practicable, but not less than seven (7) days after receipt. Any Request for Payment returned to the CONTRACTOR shall be accompanied by a document setting forth in writing the reasons why the request is not proper.

Upon receipt of an undisputed and properly submitted Request for Payment the CITY shall prepare a written Progress Pay Estimate which shall include the total amount of work done including Contract Change Orders and/or force account and allowances for materials on hand. The Progress Pay Estimate shall be submitted to the CITY for approval.

In accordance with the provisions of Section 20104.50 of the Public Contract Code, the CITY shall pay interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure on any Request for Payment submitted by the CONTRACTOR if the CITY fails to make the progress payment within thirty (30) days after receipt of an undisputed and properly submitted Request for Payment. The number of days available to the CITY to make a progress payment without incurring interest pursuant to Section 20104.50 of the Public Contract Code shall be reduced by the number of days by which the CITY exceeds the seven (7) day requirement set forth above for the return of an improper Request for Payment.

Pipelines, whether paid on a lump sum or unit price basis shall be considered 75% complete when laid and backfilled with compaction tests passed; 85% complete when hydrostatic and bacteria tests have passed, and pipe has been tied-in to the CITY'S system; and 100% complete when the paving is accepted.

To be acceptable for partial payment, materials on hand must be clean, undamaged, and properly stored as directed by the ENGINEER. The quantity of materials on hand shall not include materials used in any partially completed items of work. The Request for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CITY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances ("Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY'S interest therein, all of which will be satisfactory to CITY. The amount of retainage with respect to progress payments will be as stipulated in the Contract.

Each Progress Pay Estimate shall include an accounting of the Contract time, including any allowances or revisions due to weather and/or Contract Change Orders.

The CITY will pay ninety-five percent (95%) of the amount of each Progress Pay Estimate less any withholds under this or the following sections, within thirty (30) days of approval of the Progress Pay Estimate by the CONTRACTOR and the ENGINEER. No payments, except the final payment, shall constitute an acceptance of any portion of the work.

Prior to issuance of a check from the CITY, the CITY may require the CONTRACTOR to furnish the following information: a current list of subcontractors, current fringe benefit statements, apprenticeship certifications, and certified payrolls.

If the CONTRACTOR fails to correct a prevailing wage deficiency within fifteen (15) days after notification, a deduction shall be made. In such cases, the deduction shall be ten percent (10%) of the estimated value of the work done during the month, except that the deduction shall not exceed ten-thousand dollars (\$10,000), nor be less than one-thousand dollars (\$1,000), and shall be deducted from the progress payment.

Deductions for noncompliance shall be in addition to all other deductions provided for in these Specifications, and shall apply irrespective of the number of instances of noncompliance. Deductions shall be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period shall be released on the next progress payment. Otherwise, the deduction shall be retained.

The CONTRACTOR may elect to receive one-hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the CONTRACTOR, shall be valued by the CITY, whose decision on valuation of the securities is final.

20.6 RIGHT TO WITHHOLD PAYMENTS

When, in the judgment of the ENGINEER, the work is not proceeding in accordance with the provisions of the Contract or good construction practice, or when in the ENGINEER's judgment the total amount of work done since the last estimate amounts to less than five thousand dollars (\$5,000.00), the CITY may elect to not prepare a Progress Pay Estimate and make no Progress Payment.

In addition to all other rights and remedies of the CITY hereunder and by virtue of law, the CITY may withhold or nullify the whole or any part of any progress payment or up to one-hundred and fifty percent (150%) of the disputed amount from the final payment (see California Public Contract Code Section 7107) to such extent as may reasonably be necessary to protect the CITY from loss on account of:

- A. Defective work not remedied, irrespective of when any such work be found to be defective;
- B. Claims or liens filed or other reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code Sections 1775, 1776, or 1777.7;
- C. Failure of the CONTRACTOR to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
- D. A reasonable doubt that the work can be completed for the balance then unearned;
- E. A reasonable doubt that the CONTRACTOR will complete the work within the agreed time limits;
- F. Costs to the CITY, including without limitation, liquidated damages, resulting from failure of the CONTRACTOR to complete the work within the proper time;
- G. Failure to comply with environmental and other regulatory requirements;
- H. Cost of insurance arranged by the CITY due to cancellation or reduction of the CONTRACTOR's insurance;
- I. Payments due the CITY from the CONTRACTOR, including but not limited to the monthly service charge, and consumption charge for water used by CONTRACTOR;
- J. Penalties under Labor Code Section 1775, 1776, 1777.5, 1810 through 1815, or any of them;
- K. Failure to adequately supervise the work competently and efficiently and pursue completion of the Project with an adequate work force in compliance with established construction schedule;
- L. Failure to maintain as-constructed information and Drawings current for the Project;
- M. Provisions of law that enable or require the CITY to withhold such payments in whole or in part; or
- N. Damage to another contractor or third party, work or property.

Whenever the CITY shall, in accordance herewith, withhold any monies otherwise due the CONTRACTOR, written notice of the amount withheld and the reasons therefore will be given the CONTRACTOR. After the CONTRACTOR has corrected the enumerated deficiencies, the CITY will promptly pay to the CONTRACTOR the amount so withheld. When monies are withheld to protect the

CITY against claims or liens of mechanics, suppliers, subcontractors, etc., the CITY may at its discretion permit the CONTRACTOR to deliver a surety bond in terms and amount satisfactory to the CITY, indemnifying the CITY against any loss or expense, and upon acceptance thereof by the CITY, the CITY shall release to the CONTRACTOR monies so withheld.

20.7 CLAIMS PROCEDURES PRIOR TO ANY LEGAL ACTION

The CONTRACTOR shall not be entitled to the payment of any additional compensation or any extensions of time for any cause, including any act, or failure to act by the ENGINEER, or happening of any event, thing or occurrence, unless the CONTRACTOR shall have given the ENGINEER due written notice of potential claims as required under this Contract. The CONTRACTOR hereby agrees that he or she shall have no right to additional compensation or an extension of time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim was filed prior to the CONTRACTOR commencing any action which the CONTRACTOR seeks additional compensation or an extension of time for. The CONTRACTOR further agrees that this Section 20.7 works in coordination with other Sections within this Contract, including and not limited to notice and verification provisions in those other Sections, and the CONTRACTOR's failure to abide by all of the provisions in those other Sections shall act as a waiver and release of any and all claims against the CITY and/or its representatives.

It is also the general intention of this Section to implement the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code of California.

All claims shall be filed in writing on or before the times prescribed herein, but in no event later than thirty (30) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim). All claims shall set forth clearly and in detail, for each item of additional compensation or extension of time claimed, the reasons for the claim, references to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data necessary to substantiate the claim. No claim for an adjustment in the Contract price, or time, will be valid if not submitted in accordance with this Section and when applicable verified under the provisions of Section 20.4 and or Section 20.3. Likewise, the CONTRACTOR's failure to list any and all work, including all disputed claims if any, on the monthly Request for Payment and Release forms for the work period covered by the form shall act as a waiver and release of any claim the CONTRACTOR may have, of whatever type or nature.

20.7.1 Claims of Less Than Fifty-Thousand Dollars (\$50,000) – The CITY will respond in writing to claims for less than fifty-thousand dollars (\$50,000) within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection upon mutual agreement of the CITY and the CONTRACTOR. The CITY'S written response to the claim, as further documented, will be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater. If the CONTRACTOR is unsatisfied with the outcome of the CITY'S written response, the CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code before initialing any legal action.

20.7.2 Claims Over Fifty-Thousand Dollars (\$50,000) But Not Over Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) –

The CITY will respond in writing to claims over fifty-thousand dollars (\$50,000) but not over three-hundred and seventy-five thousand dollars (\$375,000) within forty-five (45) days of

receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the CITY and the CONTRACTOR. The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater. If the CONTRACTOR is unsatisfied with the outcome of the CITY'S written response, the CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code before initialing any legal action.

20.7.3 All Claims of Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) or Less - If the CONTRACTOR disputes the CITY'S written response or the CITY fails to respond within the times prescribed for claims of three-hundred and seventy-five thousand dollars (\$375,000) or less, the CONTRACTOR may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY'S response or within fifteen (15) days of the CITY'S failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the CITY will schedule a meet and confer conference within thirty (30) days for settlement of the dispute. If following the meet and confer conference the claim or any portion remains in dispute, the CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of this specific provision, the running of the period of time in which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to this Section until the time the claim is denied, including any period of time utilized by the meet and confer conference. The procedures governing all civil actions filed by the CONTRACTOR to resolve claims of three-hundred and seventy-five thousand dollars (\$375,000) or less shall be those set forth in Public Contract Code Section 20104.4 which provides for mediation and judicial arbitration. In any suit filed under Section 20104.4, the CITY shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law. The CITY will pay any portion of a claim that is undisputed in accordance with the payment provisions of the Contract.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public

entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

20.7.4 Claims of Three-Hundred and Seventy-Five Thousand Dollars (\$375,000) or More - All claims of \$375,000 or more are subject to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Jurisdiction over such claims shall rest with the Superior Court of the State of California in and for Kern County.

20.7.5 Final Payment - Whenever the CONTRACTOR shall deem all work under this Contract to have been completed in accordance therewith, he/she shall so notify the ENGINEER in writing, and the ENGINEER shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the CONTRACTOR in detail and in writing of any additional work required. Completion of work will include submittal and approval of 'As-Built' record Drawings and final O&M manuals. When all the provisions of the Contract have been fully complied with to the satisfaction of the ENGINEER, he/she shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the CONTRACTOR at the prices set forth in the Contract or fixed by Change Orders, in accordance with the Contract. The ENGINEER will then certify to said final estimate and to the completion of the work and will file copies thereof with the CITY and the CONTRACTOR. The date of completion shall be the date upon which the CITY makes its formal acceptance of the work.

Within ten (10) days after the date of completion, the CITY will file in the Office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the CONTRACTOR. On the expiration of thirty-five (35) days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the CONTRACTOR shall be due and payable to the CONTRACTOR, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the CITY, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The CONTRACTOR further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alteration of the same, shall release the CITY, the Directors, the General Manager, the Project Manager, the ENGINEER, employees and volunteers, from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

(END OF SECTION)

21.0 FUNDING REQUIREMENTS

This project is funded by Grant Funds through the State of California State Water Board. This funding has specific requirements that shall be adhered to by the Contractor as part of this Contract Agreement and as outlined in the Contract Documents.

21.1 CHILD SUPPORT COMPLIANCE ACT

Contractor acknowledges that it is the policy of this state that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Contractor further acknowledges that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

21.2 AUDIT AND INSPECTION OF BOOKS AND RECORDS

- (a) Upon execution of this Contract and until three (3) years following final disbursement under this Contract, pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State or any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Contract, including, but not limited to, the cost of administering this Contract. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period, whichever shall later occur. All records of Contractor relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.
- (b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all costs, disbursements, and receipts with respect to its activities under this Contract. Failure or refusal by Contractor to comply with this provision shall be considered as substantial failure to comply with this Contract, State may declare Contractor in default as set forth in the Funding Agreement, withhold disbursements to Contractor, or take any other action it deems necessary to protect its interests.

21.3 NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Contractor, its contractors and subcontractors, shall not deny the Contract benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical and mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Contractor, its contractors and subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State Agency to implement such article.

By signing this Contract, Contractor assures State that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued

pursuant to the ADA, the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub. L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended 42 U.S.C. 6102(1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Contract as the "anti-discrimination laws".

Contractor agrees to collect and maintain information to show compliance with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies, descriptions of any pending discrimination-based lawsuits, and data on the racial, ethnic, national origin, sex, and handicap characteristics of the population it serves.

Contractor, its contractors and subcontractors shall give written notice of their obligations under this Article to labor organizations with which they have a collective bargaining or other agreement.

Contractor's signature on this Contract shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

Contractor shall include the nondiscrimination and compliance provisions of this Section in all contracts and subcontracts to perform work on the Project.

21.4 WORKER'S COMPENSATION CLAUSE

Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing performance of work under this Contract and will make its contractors and subcontractors aware of this provision.

21.5 DRUG-FREE WORKPLACE CERTIFICATION

By signing this Contract, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs;
 - 4. Penalties that may be imposed on employees for drug abuse violations.
- (c) Every employee who works on the Project:
 - 1. Shall be issued a copy of Contractor's drug-free policy statement;

2. Shall agree to abide by terms of Contractor's statement as a condition of employment on the Project.

This Contract may be subject to suspension of payments or termination, or both, and Contractor may be subject to debarment if State determines that: (1) Contractor has made a false certification, or (2) Contractor has violated the certification by failing to carry out the requirements of this Section.

21.6 LABOR COMPLIANCE

Contractor shall comply with Public Resources Code Section 75075 regarding labor compliance programs (as such term is defined in California Labor Code Section 1771.5(c), "Labor Compliance Programs). Contractor's failure or refusal to comply with this requirement shall be considered a substantial breach of this Contract. This project is subject to a Labor Compliance Program. CONTRACTOR shall comply with all requirements of the Labor Compliance Program as indicated in the Contract Documents, in OWNER's labor compliance program document, and/or as required by the Department of Industrial Relations. CONTRACTOR shall permit OWNER or its designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER with such access to its employees.

21.7 PROJECT SIGNAGE

Contractor shall furnish and install a professionally prepared sign that is four-feet tall by eight-feet wide and made of ¾-inch thick exterior grade plywood or other approved material. The sign shall be installed in a prominent location on the Project Site as directed by the Engineer and maintained in good condition throughout the duration of the project by the Contractor. The sign shall include the City of McFarland Logo, the Dee Jaspar & Associates, Inc. logo, the State Water Boards Logo, the California Climate Investments Logo, all in color and include language and information as specified by the Engineer. The language shall include "Funding for this project has been provided in full or in part under the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board."

(END OF SECTION)

PROGRESS PAYMENT REQUEST RELEASE FORM

OWNER: City of McFarland

NAME OF CONTRACTOR: _____

PROJECT DESCRIPTION: Drilling of a Test Water Well

PERIOD WORK PERFORMED: _____

PAYMENT REQUEST FOR THE WORK PERIOD COVERED: \$ _____

RETENTION AMOUNT FOR THIS PERIOD: \$ _____

The above named Contractor hereby acknowledges the above dollar amount represents payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of disputed claim amounts specifically shown below.

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have, of whatever type or nature, which is not shown as a disputed claim on this form for the period specified. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials and work due subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

DATED: _____

PRINT NAME OF CONTRACTOR

DESCRIBE ENTITY (Partnership, Corporate, etc.)

By _____

By _____

PROGRESS/FINAL PAYMENT RELEASE FORM

OWNER: City of McFarland

NAME OF CONTRACTOR: _____

PROJECT DESCRIPTION: Drilling of a Test Water Well

PERIOD WORK PERFORMED: _____

PAYMENT REQUEST FOR THE WORK PERIOD COVERED: \$ _____

RETENTION AMOUNT FOR THIS PERIOD: \$ _____

The above named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of disputed claim amounts specifically shown below.

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have, of whatever type or nature, which is not shown as a disputed claim on this form for the period specified. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials and work due subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

DATED: _____

PRINT NAME OF CONTRACTOR

DESCRIBE ENTITY (Partnership, Corporate, etc.)

By _____

By _____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

City of McFarland located at the Test Water Well Site
(Owner) (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

_____ through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date or extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. Likewise the rights based upon any work performed or items furnished which the undersigned, or the Contractor, believe should be paid as part of a change order are covered by this release unless specifically reserved by the claimant. This release and waiver has been made voluntarily without any fraud, duress, or undue influence by any person or entity.

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor, services, equipment and/or material furnished to _____ on the job of City of McFarland located at the Test Water Well Site

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment and/or materials furnished to

_____ through _____ only, and does not
(Your Customer) (Date)

cover any retentions retained before or after the release date or extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. Likewise the rights based upon any work performed or items furnished which the undersigned, or the Contractor, believe should be paid as part of a change order are covered by this release unless specifically reserved by the claimant. This release and waiver has been made voluntarily without any fraud, duress, or undue influence by any person or entity.

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

City of McFarland located at the Test Water Well Site
(Owner) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job. Likewise, this release covers rights based upon any work performed or items furnished which the undersigned, or the Contractor, believe should be paid as part of a change order are covered by this release unless specifically reserved by the claimant. This release and waiver has been made voluntarily without any fraud, duress, or undue influence by any person or entity.

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The under signed has been paid in full for all labor, services, equipment or material furnished to

_____ on the job of City of McFarland
(Your Customer) (Owner)

located at the Test Water Well Site and does
(Job Description)

hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job. This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job. Likewise, this release covers rights based upon any work performed or items furnished which the undersigned, or the Contractor, believe should be paid as part of a change order are covered by this release unless specifically reserved by the claimant. This release and waiver has been made voluntarily without any fraud, duress, or undue influence by any person or entity.

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

SECTION T
TECHNICAL SPECIFICATIONS

CITY OF McFARLAND
WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1
DRILLING OF A TEST WATER WELL

NOVEMBER 2024

CITY OF McFARLAND

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SECTION T – TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

1.0	SCOPE OF WORK	T-1
1.1	General.....	T-1
2.0	MOBILIZATION, DEMOBILIZATION AND CLEAN UP	T-4
2.1	Scope	T-4
2.2	Fencing.....	T-4
2.3	Construction Water	T-4
2.4	Removal and Storage of Drilling Fluids and Cuttings	T-4
2.5	Disposal of Water.....	T-4
2.6	Measurement and Payment.....	T-5
3.0	CONDUCTOR	T-6
3.1	Measurement and Payment.....	T-6
4.0	TEST HOLE	T-7
4.1	Scope	T-7
4.2	Method	T-7
4.3	Drilling Additives	T-7
4.4	Formation Sampling	T-7
4.5	Water Samples.....	T-7
4.6	Final Landing.....	T-8
4.7	Measurement and Payment.....	T-8
5.0	TEST HOLE ABANDONMENT	T-9
5.1	Scope	T-9
5.2	Clean-Up	T-9
5.3	Measurement and Payment	T-9
	STATEMENT OF EXPERIENCE OF BIDDER	T-10

SECTION T
**DRILLING OF A
CASING HAMMER TEST WELL**
TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK

1.0.1 DESCRIPTION OF WORK

The work includes a 900-foot deep casing hammer test hole to enable collection of information on subsurface geology, water production potential, and vertical variations in water levels and quality at the drill site. Water samples will be collected from approximately one dozen depths. Upon approval by the ENGINEER, the well will be abandoned in accordance with applicable provisions of Bulletin No. 74 of the State of California, Department of Water Resources, entitled "Water Well Standards, State of California", dated December 1981 and Bulletin 74-90, dated January 1990, and the Kern County Water Well Ordinances.

The work includes supplying all labor, materials, and equipment, performing all drilling, zone sampling, testing, well abandonment, and cleanup at the site specified herein.

1.0.2 LOCATION OF WORK

The well is located west of Highway 99 on the south side of Elmo Hwy in the City of McFarland, County of Kern, and State of California. The well site property is approximately 100 feet by 400 feet.

1.1 GENERAL

1.1.1 EXPERIENCE AND QUALIFICATIONS

The BIDDER shall submit with his/her bid a statement describing in detail all types, makes, ages, and conditions of all equipment to be used in performing the work. He/she shall also furnish at least three (3) references for whom casing hammer well drilling and water sample collection, as described in these Specifications and to near this depth, was performed. In listing these references, the BIDDER shall give the name of the person or firm for whom the work was performed; the address and the telephone number at which that person or firm can be contacted; a description of the work performed; the amount of the contract; the name of the Engineer or Geologist who designed the casing hammer well and later interpreted the data obtained from the well (see Statement of Experience of Bidder Form following the Technical Specifications). The BIDDER shall also make the equipment to be used in performing the work available for inspection by the ENGINEER within one week of receiving the "Notice to Proceed" with the construction of the test well. Failure to comply with any requirement of this paragraph may, at the discretion of the CITY, be cause for termination of the Bid or Contract. No BIDDER may withdraw his/her bid within sixty (60) calendar days after the date specified for opening of bids, and bids shall be subject to acceptance by the CITY during this period.

1.1.2 SUPERVISORS AND PERSONNEL

The CONTRACTOR shall employ only competent workers for the execution of its work and all such work shall be performed under the direct supervision of an experienced well driller satisfactory to the City of McFarland or its agents. An experienced Tool Pusher shall be in charge of the project and shall be continuously available for consultation with the CITY during drilling and testing. **The tool pusher shall be subject to approval by the Engineer.** The resume of the tool pusher shall be submitted as a part of the bid proposal.

1.1.3 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the work which the CONTRACTOR undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the work in the best general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

1.1.4 PRE-CONSTRUCTION CONFERENCE

Prior to beginning the work, a conference shall be held among the CONTRACTOR, Subcontractors, if any, and representatives of the CITY. At that time the responsibilities of the Contract parties, procedures for payments and changes, schedules, coordination of inspection and testing will be discussed.

1.1.5 ORDER OF WORK

The CONTRACTOR shall be responsible for notifying the CITY when he will be performing work 48 hours prior to commencing work. Prior to commencing work, the CONTRACTOR shall meet with the CITY to determine the schedule to be followed in performing the work. It shall be the responsibility of the CONTRACTOR to stay in constant communication with the CITY and/or its agents and be available to respond to any difficulties that may arise as a result of the work. In addition, the CONTRACTOR may begin his work in whatever order desired, but shall complete that portion he begins before commencing any other portion of the work.

1.1.6 MATERIALS AND SUPPLIES

All materials and supplies shall be new and free of rust or damage of any kind. The unit price or lump sum bids shall include all sales and other taxes which may be payable. The bid quantities are subject to change as a result of the actual conditions encountered during the test well drilling and testing stages and shall be compensated for in accordance with the bid unit prices.

1.1.7 REMOVING OBSTRUCTIONS

The CONTRACTOR shall remove all trash, stones, debris and other items that prove to be obstructions including trees, tree roots and abandoned pipe that may be encountered in excavation or construction. The well site is located in an existing agricultural field. The CONTRACTOR shall be responsible for all site clearing that is necessary to perform his work.

1.1.8 PROGRESS OF THE WORK AND TIME FOR COMPLETION

The CONTRACTOR shall complete all parts of the work as agreed upon in the approved schedule. But in any event, work shall be completed before the expiration of forty-five (45) calendar days from the Notice to Proceed.

1.1.9 INTERFERENCE WITH EXISTING SURFACE FEATURES

If well construction is interfered with by existing surface features that are not called out to be relocated, the CONTRACTOR shall bring such interferences to the attention of the CITY or its agents. After review of the situation, the CITY shall direct the CONTRACTOR how to work around the obstructing feature or remove and/or reconstruct same.

1.1.10 LIMITS OF WORK

Precise location and limits of work will be designated in the field by the CITY. The CITY will set line and grade stakes and markers as needed for this project. The CONTRACTOR shall give

forty-eight (48) hours notice when he requires the services described herein. The CONTRACTOR shall preserve all said stakes and shall be liable for any expense incurred in replacing said stakes.

1.1.11 PERMITS

The CONTRACTOR shall obtain a drilling permit from the Kern County Environmental Health Services Department (KCEHSD) and a copy of the permit shall be provided to the CITY. It is the CONTRACTOR's responsibility to arrange for any inspections required by any permitting agency including, but not limited to, the Kern County Environmental Health Services Department.

1.1.12 PROTECTION OF EXISTING FACILITIES

The CONTRACTOR shall protect and preserve all existing gas pipes, electrical conduits, wires, sewers, drains, manholes, water lines, fire hydrants, canals, fencing, and other structures, and in case of damage they shall be restored by him without additional compensation to as good a condition as they were found. Underground Service Alert (U.S.A.) shall be notified 48 hours prior to excavation.

1.1.13 WATER WELL STANDARDS

All work on this project shall comply with the Water Well Standards: State of California as outlined by the State of California, Department of Water Resources in Bulletin 74-81, December, 1981 and Bulletin 74-90, January 1990, or most recent edition, and the Kern County Water Well Ordinance. Any deviation from these standards requires approval from the CITY and the State of California, Department of Public Health. For standards that are periodically updated, the most current version of said standards shall be used.

1.1.14 OPERATING REQUIREMENTS

The CONTRACTOR shall prepare and maintain the access to the drilling site as well as provide sufficient room for the efficient operation of his/her equipment. The CONTRACTOR will be held as having examined the drilling areas and access roads in order to acquaint himself/herself with local conditions, as no allowance shall be made after the bid has been accepted for any errors or omissions due to site conditions made by CONTRACTOR. The CONTRACTOR shall clean the site of any material used in drilling the well, including the removing of all debris, much, and drilling residue.

The CONTRACTOR shall, at his/her own expense, furnish all equipment material, supplies, site security, and personnel necessary to perform the work (including, but not limited to, drilling rig, water truck, a crew comprised of experienced drillers and helpers).

Drilling operations shall proceed during daylight hours only.

(END OF SECTION)

2.0 MOBILIZATION/DEMOBILIZATION

2.1 SCOPE

Mobilization and demobilization shall include the transportation of personnel, equipment, and operating supplies to and from the site; establishment of portable sanitary facilities; obtaining an adequate source of fresh water; provision and installation/removal of pumping equipment and discharge lines and mobilization for work required by the CONTRACTOR.

The CONTRACTOR shall provide a casing hammer drilling unit; all tools, accessories, power, fuel, materials, supplies, lighting, water, and other support equipment; and experienced personnel necessary to conduct efficient drilling operations.

The entire cost of furnishing, transporting, unloading, hauling, handling, sorting, and caring for all equipment, materials, tools, and supplies, and of removing same from the site of the work as hereinafter specified, shall be included in prices bid in the proposal, for the work for which the materials are required. The drilling shall be done with well-drilling equipment of proper type and size, and in first-class condition, such that the work can be performed without interruption arising from defective or improper equipment. All materials that will become a part of the completed work shall be new, unless otherwise specified. All equipment, materials, tools, and supplies not a part of the completed well shall remain the property of the CONTRACTOR and shall be removed from the site upon completion of the work.

2.2 FENCING

The CONTRACTOR, at his discretion, shall install temporary fencing to provide storage/security for his equipment. The CONTRACTOR shall bear all associated costs and remove fencing at conclusion of the project and restore the site to its original condition to the satisfaction of the CITY or its agents. The temporary fencing shall also serve as the limits for drill cuttings and materials to be kept on-site with the exception of development water as provided for below.

2.3 CONSTRUCTION WATER

Construction water will be provided by the CITY at no cost to the CONTRACTOR. The CONTRACTOR shall be responsible for bringing water to the site. The CONTRACTOR shall build and maintain access and haul roads, and furnish, operate, and maintain all pumps, fuel containment, meters, piping, tanks, storage, and other facilities needed to load, transport, store, distribute, and use the water as specified.

The CONTRACTOR shall be responsible for obtaining and supplying an adequate water supply. The CONTRACTOR may obtain a water supply from an existing fire hydrant at the approval of the CITY. The CONTRACTOR shall be responsible for transporting and storing the water at the project site. The CONTRACTOR shall furnish and install a backflow preventer at the connection to the CITY water supply in accordance with Section 9.3 of the General Conditions. The fire hydrant is located within one mile (1 mi) of the project site.

2.4 REMOVAL AND STORAGE OF DRILLING FLUIDS AND CUTTINGS

Excess materials produced in drilling the well shall be maintained on-site at all times and be removed from the site to a suitable disposal site at the expense of the CONTRACTOR upon completion of the project. The CONTRACTOR will be required to haul these off-site. Site to be determined by the CONTRACTOR. The site shall be returned to its original condition at the completion of the project and in a manner approved by the CITY.

2.5 DISPOSAL OF WATER

The CONTRACTOR shall be responsible for the disposal and discharge of pumped water as

required. A bermed area shall be furnished and maintained by the CONTRACTOR. The CONTRACTOR shall construct the bermed area in a manner acceptable to the CITY and be responsible for all maintenance and trouble shooting of the water disposal as necessary. For bidding purposes, the bermed area shall be approximately 200 feet by 100 feet and be of sufficient height and construction to contain the anticipated water from water sampling. Discharge piping of sufficient size to discharge the flow rates shall be furnished and installed including the appropriate appurtenances. The CONTRACTOR shall be responsible for restoring this area to its original condition and to the complete satisfaction of the CITY and property owner at the completion of the project.

2.6 MEASUREMENT AND PAYMENT

Measurement and payment shall include the cost of all work and materials involved for mobilization, demobilization, permitting, and clean-up associated with the drilling of the test well. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be as a lump sum as stated in the Bid Schedule for the bid item "Mobilization and Demobilization" - Bid Item No. 1 and shall be limited to no more than 7 ½ % of the total bid.

(END OF SECTION)

3.0 CONDUCTOR

At the CONTRACTOR's discretion, conductor casing may be installed for stability in accordance with AWWA A-100-84. Conductor casing shall be manufactured in accordance with ASTM A-139-74, Grade B, and 0.25-inch (1/4") minimum thickness.

3.1 MEASUREMENT AND PAYMENT

Measurement and payment shall be for installation of a conductor casing including drilling of the hole, furnishing and installing the conductor pipe, and cement sealing and clean-up shall be included in the appropriate bid items. Such payment shall constitute full compensation for all labor, equipment, tools and all other items necessary and incidental to the completion of the work. Payment shall be in the Bid Schedule for the appropriate bid items and no additional compensation shall therefore be allowed.

(END OF SECTION)

4.0 TEST HOLE

4.1 SCOPE

A casing hammer test hole shall be drilled and constructed to determine the water quality and production capacity for the test well.

The test hole casing, eight and five eighths inches (8 5/8") in diameter (nominal) size, shall be manufactured in twenty-foot (20') lengths with beveled joints in accordance with ASTM A-139-74, Grade B, 0.25-inch (1/4") minimum thickness. Casing joints shall be carefully welded to avoid leaks and breaks during driving of the casing to greater depths. The welding rod shall be of equal or better A.S.M.E. rating to that of the parent material. Full penetration, double pass (min) welds shall be used on each joint. Three (3) three eighth-inch by one-inch by four-inch (3/8" x 1" x 4") flat bars shall be welded perpendicularly across each joint, equally spaced around the casing. Slip joint collars may be used in place of flat bars and must be of the same thickness as the casing. A reinforced drive shoe, one-half inch (1/2") thickness wall and six inches (6") minimum length, shall be used.

Beyond a depth approved by the ENGINEER, a six and five-eighths inch (6 5/8") diameter (nominal) casing may be installed in accordance with the above stated specifications. This shall be allowed solely at the ENGINEER's discretion and as field conditions dictate.

4.2 METHOD

The casing hammer method shall be used and the CONTRACTOR shall be capable of drilling and driving the casing to a minimum depth of 900 feet. The procedure consists generally of installing eight and five-eighths inch (8 5/8") diameter steel casing as the drilling proceeds and air lifting the water from various water bearing strata as they are encountered. In addition to the air lifted samples, the CONTRACTOR shall install a pump and take pumped water samples as specified.

4.3 DRILLING ADDITIVES

Air shall be used to remove drill cuttings and water from the hole, and drilling mud or other additives will not be used without prior approval by the ENGINEER.

4.4 FORMATION SAMPLING

Formation samples shall be collected at each change of formation, but in no case at more than ten-foot (10') intervals during drilling. The samples shall be collected in large heavy-duty zip-lock plastic bags and be labeled with the depth interval and date collected. The CONTRACTOR shall submit a Water Well Driller's Report to the California Department of Water Resources as required by Sec 7076-83 of the California Water Code. The logs shall be available to the ENGINEER at all times during the drilling operations.

4.5 WATER SAMPLES

This portion of the work is critical. Samples of water shall be taken for testing purposes in accordance with the following specifications, and as directed by the ENGINEER. After the shallowest zone to be sampled has been reached, the CONTRACTOR shall continue to drill and case the test hole until clay or other fine grained stratum is encountered. The casing shall be landed in that stratum and the drilling shall continue through it into an underlying sand or gravel stratum. Water shall then be airlifted to the land surface for a minimum of fifteen minutes.

Sufficient air pressure shall be provided to lift water at a rate of at least 50 gpm. This test procedure shall be repeated at approximately thirty-foot (30') intervals as directed by the ENGINEER. It is estimated that the air lifted samples shall be collected at about twelve (12) different depths from the test hole well. The ENGINEER shall collect the water samples for chemical analysis.

In addition to the above-described test sampling, the CONTRACTOR shall remove his/her drill string from the test hole, install a submersible pump, and the test hole shall be pumped for two (2) hours at a minimum at 80 gpm to obtain samples of water. The furnishing, installing, and operation of the pump shall be completed by the CONTRACTOR. It is estimated that one-half (1/2) day will be required for pump installation, pumping, and pump pulling at each of the anticipated twelve (12) depths of the test hole. The ENGINEER shall collect the water samples for chemical analysis.

4.6 FINAL LANDING

Upon completion of drilling the test hole, as determined by the ENGINEER, the casing shall be landed in the first clay stratum suitable for landing, as determined by the ENGINEER.

4.7 MEASUREMENT AND PAYMENT

Measurement and payment for the test hole shall be made on a lineal foot basis for the actual length ($\pm$ 900 feet) of the completed test hole including the cost of all work and materials involved in drilling the test hole.

Measurement and payment for water sampling testing shall be made for each depth sampled and include the cost of all work and materials to perform airlifting, install submersible pump, and performing pumping for water samples.

Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be as stated in the Bid Schedule for bid items "Drill Hole Using Casing Hammer Method" - Bid Item No. 2, "Install 8-5/8" Diameter Steel Casing" – Bid Item No. 3, "Airlift Water Samples at 15 Minutes Each" – Bid item No. 4, and "Install Submersible Pump and Pump for Two Hours Each" – Bid Item No. 5.

The CITY reserves the right to extend or reduce the linear foot length and the number of water sample depths specified herein at the same Contract unit price bid per linear foot as stated in the Bidding Schedule.

(END OF SECTION)

5.0 TEST HOLE ABANDONMENT

5.1 SCOPE

Once the results of water samples are available, the CONTRACTOR shall abandon the test hole in accordance with applicable provisions of Bulletin No. 74 of the State of California, Department of Water Resources, entitled "Water Well Standards, State of California", dated December 1981 and Bulletin 74-90, dated January 1990, and the Kern County Well Ordinance. The hole shall be filled from bottom of hole to six feet (6') below ground surface with a cement grout using Type II Portland Cement. The cement grout slurry shall weigh approximately 115 pounds per cubic foot.

5.2 CLEAN-UP

Immediately following completion of the drilling operation and abandonment, the CONTRACTOR shall cut the casing off six feet (6') below ground surface and fill the excavation to original grade. The fill shall be within plus zero (+0%) to plus three percent (+3%) of optimum moisture content and compacted to ninety percent (90%) of maximum density as determined by ASTM D-1557. The placement of fill shall be in level lifts not to exceed six inches (6") loose thickness.

The construction site shall be clean of all equipment, materials, debris and restored to its original condition.

5.2 MEASUREMENT AND PAYMENT

Measurement and payment for the test hole abandonment shall be made on a lump sum basis and shall include the cost of all work and materials specified in this section including cement materials, bentonite, backfill, and compaction. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be as stated in the Bid Schedule for the bid item "Test Hole Abandonment and Clean-Up" – Bid Item No. 6.

(END OF SECTION)

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the well drilling business, under the present business name, for _____ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of _____ years.

The bidder shall state below work of a similar magnitude or character that he has done and to give references that will enable the CITY to judge his experience, skill, and business standing, and his ability to conduct the work as completely as required under the terms of the Contract. Bidder must show experience in domestic well drilling and testing.

Year	Location and Type of Work	Owner/Contact Person/Telephone/Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of
Bidder _____

CONTRACT DRAWINGS

CITY OF McFARLAND

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

NOVEMBER 2024

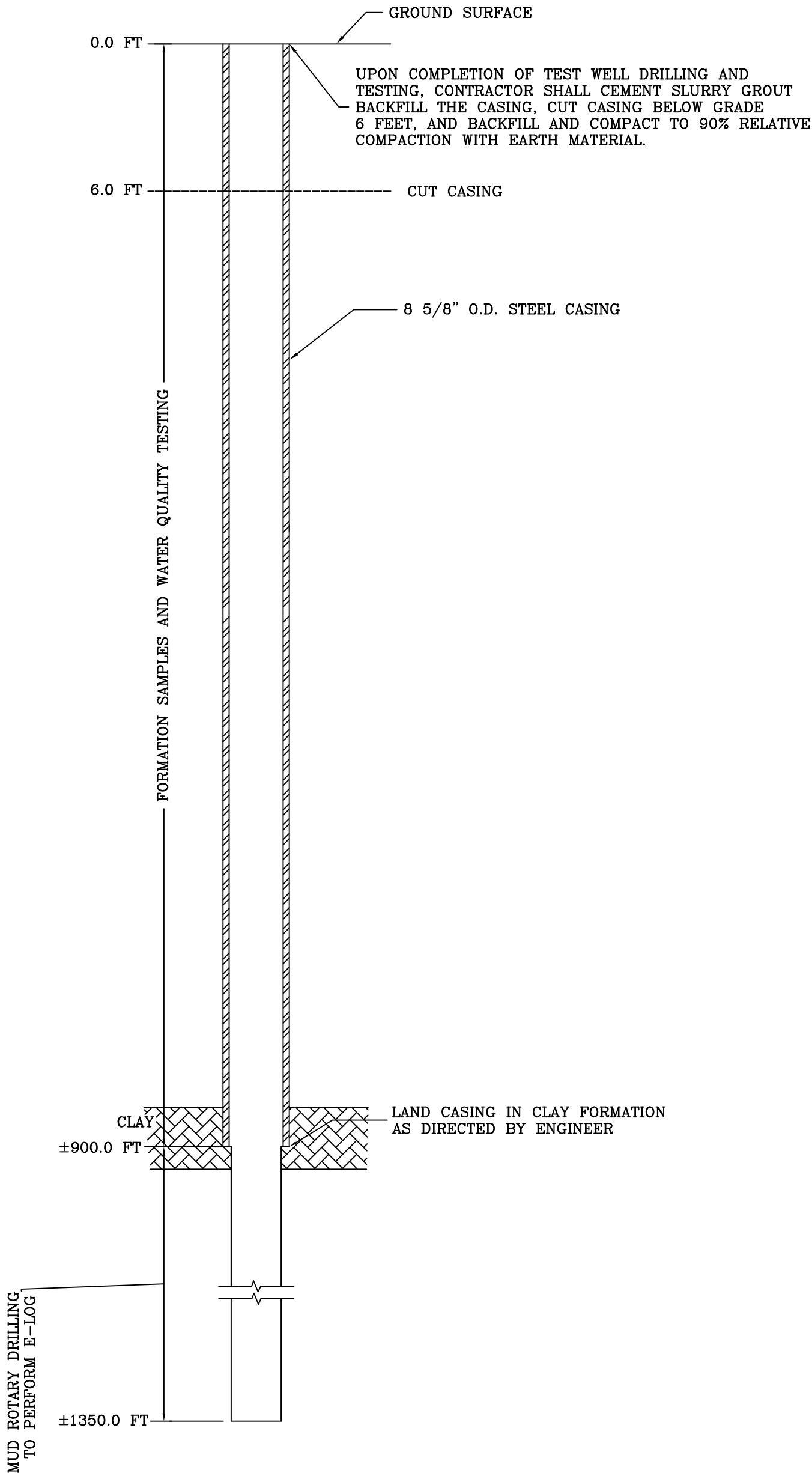


TEST WELL SITE PLAN
DRILLING OF A TEST WATER WELL

CITY OF McFARLAND
COUNTY OF KERN, STATE OF CALIFORNIA

DEE JASPAR & ASSOCIATES, INC.
CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A BAKERSFIELD, CALIFORNIA 93308
PHONE 861 393-4798 FAX 861 393-4798

DRAWN	KRW	CHECKED	CMS	SCALE	1"=200'
JOB NO.		DATE	11/1/2024	SHEET	2 OF 3



WELL CROSS SECTION
DRILLING OF A TEST WATER WELL

 DEE JASPAR & ASSOCIATES, INC.
CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG. A BAKERSFIELD, CALIFORNIA 93308
PHONE 805 353-4736 FAX 805 353-4736

CITY OF McFARLAND
COUNTY OF KERN, STATE OF CALIFORNIA

DRAWN KRW

CHECKED CMS

SCALE NONE

JOB NO.

DATE 11/1/2024

SHEET 3 OF 3



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is Addendum No. 1 to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE REMAINS JANUARY 9th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space below and attach the Addendum to the Proposal.

By:_____

Firm Name_____

By_____

Title_____

Date_____

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

Addendum No. 1 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well

January 6th, 2025

1. A third pre-bid job walk has been added and will be held at 10:00 am on
Wednesday, January 8th, 2025 at the well site location.



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is Addendum No. 2 to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE IS HEREBY EXTENDED TO JANUARY 16th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 2 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space below and attach the Addendum to the Proposal.

By:_____

Firm Name_____

By_____

Title_____

Date_____

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

Addendum No. 2 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well

January 8th, 2025

1. The bid date has been extended to January 16th at 2:00 pm.

AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

Johnson Drilling Company

AGREEMENT NO. _____

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
Johnson Drilling Company**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into **this 5th day of February, 2025** by and between the CITY OF MCFARLAND, a municipal corporation (“**City**”) and **Johnson Drilling Company**, a California Corporation/LLC/Partnership/Etc. (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.
- C. Pursuant to the City of McFarland Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled **Water System Improvement & Treatment Project – Phase 1 Drilling of a Test Water Well** (“**Project**”), in accordance with the terms and conditions of this Agreement, which may be referred to as the “**services**” or “**work**” hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, “**Contract Documents**” refers to all of the documents included in the solicitation of bids for the Project and Contractor’s bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions, Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents

and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Caltrans Specifications.

The provisions of the Caltrans Standard Specifications (as the same may be updated, amended, or supplemented from time to time, "Standard Specifications") are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Standard Specifications shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Standard Specifications and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the state or federal prevailing wage applicable to each laborer, whichever is higher.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Workday. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's

performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

1.7 Unidentified Utilities.

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities

and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code Section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with

the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

Change orders shall be processed as provided in the Standard Specifications, as may be amended by the Contract Documents and as follows:

The City Manager or their designee shall have authority to fully execute change orders up to any compensation or time extension constraints that may be imposed by the City Council, if any at the time of approval of this agreement.

1.12 Grant Fund Requirements.

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) ("Uniform Requirements"), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. If the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern. *(If REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS applies, attach as Exhibit "B")*

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties

or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of **Three Hundred Twenty Thousand, One Hundred Thirty Five Dollars (\$320,135)**. ("Contract Sum") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents unless the Bid or Contract Documents explicitly provide for a lump sum payment.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in Exhibit A. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of

any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within **fifteen (15)** calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Ninety (90)** consecutive calendar days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

The time period(s) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("**Principals**") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced, nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees, or agents of City. Neither Contractor, nor any of Contractor's officers, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The “**Project Manager**” for the City shall be the City Engineer or any other person as may be designated by the Project Manager. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor’s expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor’s indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not

less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior

to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non- contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Agreement, or by or on account of any act or omission by the Contractor (or its employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage

which is caused by the sole or active negligence or willful misconduct of the City as determined by a court of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement ("**Performance Bond**").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("**Payment Bond**").

~~(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.11 of this Agreement, in an amount not less than 5% of the Contract Sum.~~

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred: (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has been finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“**Risk Manager**”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “**books and records**”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation

as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse, or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse, or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed with respect to the Project. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Fresno, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District

of California, in the County of Fresno, State of California.

7.2 Termination.

The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the Specifications at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

7.3 Dispute Resolution Process.

(a) Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

2. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

3. Chronology of events and correspondence related to the claim.

4. Statement of grounds for the claim.

5. Analysis of the claim's cost, if any.

6. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

(i) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of

Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in

interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third Party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of McFarland, 401 W Kern Ave, McFarland, CA 93250, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Standard Specifications and the Contract Documents) and the exhibits attached hereto constitutes the entire, complete, and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation,

partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MCFARLAND, a municipal corporation

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

HODGES LAW GROUP

By: _____
Nathan M. Hodges, City Attorney

CONTRACTOR:
JOHNSON DRILLING COMPANY

By: _____

Name: _____

By: _____

Name: _____

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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EXHIBIT A
CONTRACTOR'S BID

BID FORM

Name of Bidder: Johnson Drilling Co.
Business Address: 23489 E. Kings Canyon, Reedley, CA 93654
Phone No. 559-787-2888

TO THE GOVERNING BODY OF THE
CITY OF McFARLAND

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
<u>1</u>	<u>1/6/25</u>
<u>2</u>	<u>1/6/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the CITY in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL TO
CITY OF McFARLAND
FOR THE**

WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT – PHASE 1

DRILLING OF A TEST WATER WELL

SCHEDULE OF WORK ITEMS – BASE BID

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Expansion Price (in figures)
CASING HAMMER TEST WELL					
1	1	LS	Mobilization, Demobilization, and Clean-Up	\$ 22,335. ⁰⁰	\$ 22,335. ⁰⁰
2	900	LF	Drill Hole Using Casing Hammer Method	\$ 125. ⁰⁰	\$ 112,500. ⁰⁰
3	900	LF	Install 8-5/8" Diameter Steel Casing	\$ 125. ⁰⁰	\$ 112,500. ⁰⁰
4	12	EA	Airlift Water Samples at 15 Minutes Each	\$ 400. ⁰⁰	\$ 4,800. ⁰⁰
5	12	EA	Install Submersible Pump and Pump for Two Hours Each	\$ 4,000. ⁰⁰	\$ 48,000. ⁰⁰
6	1	LS	Test Hole Abandonment and Clean-Up	\$ 20,000. ⁰⁰	\$ 20,000. ⁰⁰
Total Project Base Bid Price				\$ 320,135. ⁰⁰	
Total Project Base Bid Price (in words):				Three hundred twenty thousand one hundred thirty five dollars.	

Note:

The Contract will be awarded based on the amount of the base bid.

The quantities listed in the bid form are for bidding purposes only and are subject to change based on the actual conditions encountered in the test well drilling process. The CITY reserves the right to add or remove portions of the Contract at the unit prices listed on the Bid Schedule.

Particularly, the items pertaining to the construction of the test well depth and number of airlift and pumped water samples will be determined by the Engineer.

Elimination and or addition of items to the scope of work shall be at the CITY's sole discretion.

Acknowledgement of Addenda:

Addenda Numbers 1-2 are hereby acknowledged as included in this Bid.

[Redacted Signature]

Signature

1/15/25
Date

It is understood that the foregoing quantities are approximate only and are solely for the purposes of facilitating the comparison of bids, and that the CONTRACTOR'S compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown. The CITY may reject any or all bids. The prices listed above in the CONTRACTOR'S proposal shall include all applicable taxes for the State of California.

As required by Section 4100-4107 of the Public Contract Code, the CONTRACTOR bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each:

DIVISION OF WORK OR TRADE	NAME OF SUBCONTRACTOR	LOCATION OF MILL, SHOP, OR OFFICE
N/A		

ACCOMPANYING THIS PROPOSAL IS a bidder's bond (insert the words "bidder's bond," "cashier's check," "certified check," or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of the bid, payable to the

CITY OF McFARLAND

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the CITY in case this proposal is accepted by the CITY and the undersigned fails to execute a contract with the CITY as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the CITY be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay CITY's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

Kenneth W. Rhodes-President, Dennis M. Rhodes-Vice President, Leslie Rhodes-Secretary

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

CONTRACTOR's License No.

Expiration Date

C57 245802

6/30/25

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the CITY by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder:

Printed Name:

Title:

Company:

Dated: 11/15/2025, 2024.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

(END OF SECTION)

LISTING OF SIMILAR PROJECTS COMPLETED IN THE LAST TEN YEARS

1. **Project Name:** City of Sanger Test Well Drilling

Brief Description: Drilled 3 casing hammer test wells between 700ft-900ft.
Took airlift and pumped samples. Destroyed test wells upon completion.

Owner: City of Sanger

Date Completed: 4/2024

Reference with Contact Information: Cheryl Lassotovitch-559-224-4412

2. **Project Name:** City of Orange Cove

Brief Description: Drilled a casing hammer test well to 700ft. Took airlift and water
samples. Destroyed test well upon completion.

Owner: City of Orange Cove

Date Completed: 3/2024

Reference with Contact Information: Cheryl Lassotovitch 559-224-4412

3. **Project Name:** Lamont PUD
Brief Description: Drilled 2 casing hammer test wells to 900ft. Took airlifted and pumped
water samples. Destroyed test wells upon completion.

Owner: Lamont Public Utilities District
Date Completed: 9/2022
Reference with Contact Information: Ken Schmidt & Associates 559-224-4412

4. **Project Name:** City of Shafter
Brief Description: Drilled a casing hammer test well to 900ft. Took airlifted and pumped
water samples. Destroyed well upon completion.

Owner: City of Shafter
Date Completed: 8/2021
Reference with Contact Information: Ken Schmidt & Associates 559-224-4412

5. **Project Name:** Arvin
Brief Description: Drilled multiple casing hammer test wells between 2013-2020.

Owner: Arvin Community Services District
Date Completed: 2020
Reference with Contact Information: Ken Schmidt & Associates 224-4412

6. **Project Name:** Gunner Ranch Test Wells
Brief Description: Drilled 2 casing hammer test wells taking airlifted & pumped samples.
Destroyed wells upon completion.

Owner: Gunner Family
Date Completed: 1/2024
Reference with Contact Information: Cheryl Lassotovitch 559-224-4412

STATEMENT OF EXPERIENCE OF WELL DRILLING CONTRACTOR

The well drilling Contractor has been engaged in the well drilling business, under the present business name, for 63 years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 40 years.

The well drilling Contractor shall state below work of a similar magnitude or character that he has done and to give references that will enable the CITY to judge his experience, skill, and business standing, and his ability to conduct the work as completely as required under the terms of the Contract. Contractor must show experience in domestic well drilling and testing.

Year	Location and Type of Work	Owner/Contact Person/Telephone/Address
<u>2023-2024</u>	<u>City of Sanger</u>	<u>Cheryl Lasotovitch 559-224-4412</u>
<u>2024</u>	<u>City of Orange Cove</u>	<u>" "</u>
<u>2020</u>	<u>Lamont</u>	<u>" "</u>
<u>2021</u>	<u>Shafter</u>	<u>" "</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of

Well Drilling Contractor Johnson Drilling Co.

Signature of

Bidder [Redacted Signature]

(END OF SECTION)

NON-COLLUSION AFFIDAVIT

Leslie Rhodes
Secretary of Johnson Drilling Co., being first duly sworn, deposes and says that he/she is the party making the foregoing bid, 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.

[Redacted]
Bidder

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.

STATE OF CALIFORNIA)

COUNTY OF Fresno)

On January 16, 2025, before me, Tina Sholes, Notary Public,
Notary Public, personally appeared Leslie Rhodes

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.

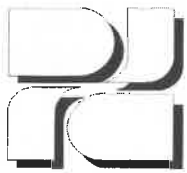
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Redacted] (Seal)

(END OF SECTION)





DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is **Addendum No. 1** to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE REMAINS JANUARY 9th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space below and attach the Addendum to the Proposal.

By: Leslie Rhodes

Firm Name Johnson Drilling Co.

By: [REDACTED]

Title Secretary

Date 1/6/25

Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

**Addendum No. 1 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well**

January 6th, 2025

1. A third pre-bid job walk has been added and will be held at 10:00 am on Wednesday, January 8th, 2025 at the well site location.



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

CITY OF MCFARLAND

NOTICE TO PLANHOLDERS

JANUARY 6th, 2025

This is Addendum No. 2 to the plans and specifications for the City of McFarland Water System Improvement & Treatment Project, Phase 1 – Drilling of a Test Water Well.

THE BID DATE IS HEREBY EXTENDED TO JANUARY 16th, 2025 at 2:00 pm.

Notice is hereby given to prospective bidders that the Plans and Specifications for the Drilling of a Test Water Well Project have been modified as hereinafter set forth. This Addendum No. 2 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space below and attach the Addendum to the Proposal.

By: Leslie Rhodes

Firm Name Johnson Drilling Co.

By [REDACTED]

Title Secretary

Date 1/6/25

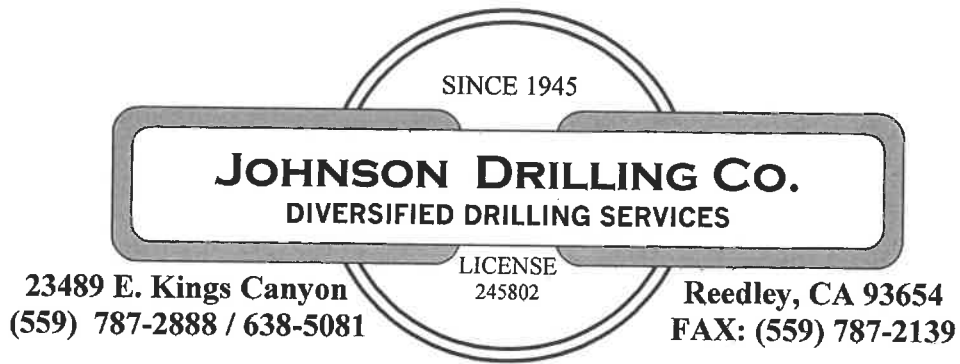
Any questions regarding this addendum shall be directed in writing to Curtis M. Skaggs with Dee Jaspar & Associates, Inc.

CITY OF MCFARLAND

**Addendum No. 2 to the Specifications for the Water System Improvement & Treatment
Project, Phase 1 – Drilling of a Test Water Well**

January 8th, 2025

1. The bid date has been extended to January 16th at 2:00 pm.



Equipment for Test Wells

1977 Gardner Denver 17W1 drill rig with 900 CFM air compressor, Wellon 1262 casing hammer, and necessary tooling to drill test well.

2016 Kenworth T880 Service Truck with welder.

This equipment is all in good working condition and registered with the California Air Resource Board.



Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

Johnson Drilling Co.

23489 Kings Canyon Road

Reedley, CA 93654

SURETY: (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street – Dept. 2006

Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

City of McFarland

401 West Kern Ave.

McFarland, CA 93250

BOND AMOUNT: Ten Percent of Bid Amount (10% of Bid Amount)

PROJECT: (Name, location or address, and Project number, if any) EDWG-1510013-003C - Casing Hammer Test Well

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 15th day of January, 2025

(Witness to Principal)

Johnson Drilling Co.

(Principal's Signature)

(Seal)

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

Ashley Leavell

, Attorney-in-Fact

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 Iowa

County of Polk)

On January 15, 2025 before me, Larry D. Slegh, Iowa Notary Public
(insert name and title of the officer)

personally appeared Ashley Leavell,
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 Iowa that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Larry D. Slegh
Iowa Notarial Seal
Commission number 185490
My Commission Expires July 10, 2026

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Anita R. Calderon, Mike Kuper, Andrew Roby, Elizabeth Moore, Ashlee Heldt, Ben Lewis, Jeff Cose, Aaron J. Jamison, Carmon R. Wilson, Spencer Paris, Larry D. Slegh, Richard E. Harman IV, Logan Dorpinghaus, Corey Days, Jill DeRobertis, Dominic Amoroso, Kyle Huntrod, Heidi Cornelison, Michael Maller, Stephen G. Sanker, Brian Pflum, Guy Tenold, Cassie McKittrick, Ashley Leavell, Cara Buljubasic, Trevor Sharp, Amy Palmer, Jennifer Anderson, Randi Allen, Andrew Jennings, Andrew P. Andersen, Jesse Huston, Maxine Coffin, Alex Cardarelli, Jonathan Price, Jarrett Berg, Tony McFall, Ryan Biegen, Loradane Legaspi, Zachary Vana, Anthony Yau, Emma Kennedy, Shelby Ross

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of January, 2015.

Assistant Secretary

EXHIBIT B

SPECIAL REQUIREMENTS

NONE

PERFORMANCE BOND

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to **Johnson Drilling Company**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **Water System Improvement & Treatment Project – Phase 1 Drilling of a Test Water Well**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Three Hundred Twenty Thousand, One Hundred Thirty Five Dollars (\$320,135)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2025

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of Surety's agent for service of process in California, if different from above:

Telephone number of Surety's Agent in California:

(Attach Acknowledgment)

SURETY

By:

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to **Johnson Drilling Company**, as Contractor ("Principal"), a Contract for the work entitled and described as follows: **Water System Improvement & Treatment Project – Phase 1 Drilling of a Test Water Well**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Three Hundred Twenty Thousand, One Hundred Thirty Five Dollars (\$320,135)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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Executed on _____, 2025

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of Surety's agent for service of process in California, if different from above:

Telephone number of Surety's Agent in California:

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of McFarland**
Project: Water System Improvement & Treatment Project – Phase
1 Drilling of a Test Water Well

Type of Insurance: Workers' Compensation and Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

		Workers' Compensation: Statutory Limits Under the Laws of the State of California
--	--	--

		Employers' Liability:
--	--	-----------------------

		\$_____ Each Accident
--	--	-----------------------

		\$_____ Disease - Policy Limit
--	--	--------------------------------

		\$_____ Disease - Each Employee
--	--	---------------------------------

_____ Named Insured (Contractor)	_____ Insurance Company
-------------------------------------	----------------------------

_____ Street Number	_____ Street Number
------------------------	------------------------

_____ City and State	_____ City and State
-------------------------	-------------------------

By: _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approval of Resolution No. 2025-5 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION OF THE DEVELOPMENT IMPACT FEE AND AUTHORIZING THE REIMBURSEMENT FOR PUBLIC IMPROVEMENTS PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN THE CITY OF MCFARLAND AND SHAFTER MEDICAL PLAZA, LLC.

SUMMARY:

On August 17, 2021 the Planning Commission approved the site plan (Attachment A) for the construction of an 8,400 square foot medical office proposed by Shafter Medical Plaza, LLC. The site plan approval contained a number of conditions and requirements for both the on-site and off-site development.

On April 14, 2022 the City entered into a Development Impact Fee (DIF) Credit Agreement (Attachment B) wherein the City agreed to apply the \$60,651.60 DIF to the construction of certain public improvements as stipulated in the agreement. Pursuant to the agreement, the City did not collect the DIF amount at the time the building permit was issued.

Concurrent with entering into the DIF agreement, the City also entered into a Reimbursement agreement (Exhibit E of Attachment B) wherein the City agreed to reimbursement an amount not to exceed \$85,439.39 for the additional costs of the public improvements.

On April 13, 2023, the City Council received a request to amend the agreement by adding an additional \$47,551.94 to the amount of the reimbursement agreement. By unanimous vote, the Council tabled the item.

The project has been completed and all work has been accepted by the City. The developer has requested an additional \$82,638.18 in reimbursement beyond the amount agreed to by the City. This request is also \$35,086.24 higher than the amount requested in 2023. The request is based on increased costs to the off-site improvements during the construction and the developers claim that additional requests by the City increased the costs of the improvements. Staff is recommending the City facilitate the reimbursement at the level agreed to in the reimbursement agreement.

FINANCIAL IMPACT:

\$85,439.39 from the Traffic Impact development impact fee fund.

RECOMMENDATION:

City Council approve the reimbursement of \$85,439.39 pursuant to the reimbursement agreement and recognize \$60,051.60 in costs incurred by the developer are credited toward the DIF.

ATTACHMENTS:

1. Attachment A: Site Plan Approval & Conditions
2. Attachment B: Elmo Hwy Medical Plaza Credit Agreement

RESOLUTION NO. 2025-5

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION OF THE DEVELOPMENT IMPACT FEE AND AUTHORIZING THE REIMBURSEMENT FOR PUBLIC IMPROVEMENTS PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN THE CITY OF MCFARLAND AND SHAFTER MEDICAL PLAZA, LLC.

WHEREAS, The Planning Commission approved a site plan and conditions of approval for an 8,400 square foot medical plaza located on Elmo Highway as proposed by Shafter Medical Plaza, LLC, and

WHEREAS, The City of McFarland entered into a Development Impact Fee Agreement to credit \$60,051.60 of traffic impact fees for the construction of public improvements, and

WHEREAS, the City entered into a Reimbursement Agreement to reimburse developer an additional \$85,439.39 in costs associated with the public improvements, and

WHEREAS, the construction of the development and associated public improvements have been completed.

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

1. The City Council of the City of McFarland accept the credit of \$60,051.60 from the development impact fees from the associated development.
2. The City Council approves the payment of \$85,439.39 pursuant to the reimbursement agreement.
3. The City Council allocate funds from the traffic development impact fee for the payment of the reimbursement.
4. The City Manager or designee is authorized to require any additional information necessary to facilitate the reimbursement.
5. This resolution takes effect immediately upon passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

RESOLUTION NO. 2021-0009 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MCFARLAND APPROVING SITE PLAN REVIEW 2021-002 A PROPOSAL TO CONSTRUCT A 8,400 SQUARE FOOT MEDICAL OFFICE WITH LAB, PEDIATRIC OFFICE, X-RAY OFFICE, AND URGENT CARE LOCATED ON ELMO HWY JUST WEST OF THE 99 AS REFLECTED IN EXHIBIT A AND CONDITIONED IN EXHIBIT B

WHEREAS, Shafter Medical Plaza LLC has filed an application for Site Plan Review 2021-002 a proposal to construct a 8,400 square foot medical office with lab, pediatric office, x-ray office, and urgent care; and

WHEREAS, the project location is generally located on Elmo Hwy just West of the 99; and

WHEREAS, the project site is located on Assessor's Parcel Number 201-332-02.

WHEREAS, said application has been made in the form and manner prescribed by Title 17 Zoning of the McFarland Municipal Code; and

WHEREAS, it has been determined that Site Plan Review 2021-002 is exempt from the California Environmental Quality Act (CEQA) per Section 15332 In-fill Development; and

WHEREAS, the Planning Commission, through its clerk, did set Tuesday August 17, 2021, at the hour of 6:00 p.m. in the Council Chambers located at 103 W. Sherwood Ave, McFarland California as the time and place for Site Plan Review 2021-002; and

WHEREAS, the Planning Commission received both written and oral testimony on Site Plan Review 2021-002.

NOW THEREFORE BE IT RESOLVED, by the Planning Commission of the City of McFarland that it hereby finds and determines as follows:

- 1) The foregoing recitals are true and correct.
- 2) The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 Existing Facilities.
 - a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as all applicable zoning designation(s) and regulations.
 - b) The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.
 - c) The project site has no value as habitat for endangered, rare or threatened species.
 - d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality.
- 3) Site Plan review 2021-002 is consistent with the goals and policies of the City of McFarland General Plan and with the uses, density and intensity standards of the General Plan Commercial land use designation.
- 4) Site Plan Review 2021-002 is hereby approved, subject to the Site Plan Review in exhibit A and the conditions in exhibit B.
- 5) Any decision by the Planning Commission shall be final unless within fifteen (15) days of the date of the decision unless the applicant or any other person appeals the Planning Commission decision in the matter set forth in Section 17.148.100(b) of the McFarland Municipal Code.

I hereby certify that the foregoing is a full, true and correct copy of the resolution of the Planning Commission of the City of McFarland at a meeting held on Tuesday, August 17, 2021, moved by Commissioner Jose Hernandez Jr and seconded by Commissioner Jose Hernandez, duly adopted and passed by the following vote:

AYES: Hernandez, Hernandez Jr., Martinez, Sarabia, White

NOES:

ABSENT:

ABSTAIN:

BY ORDER OF THE PLANNING COMMISSION OF THE CITY OF MCFARLAND.

Attest:

Approved:

Sarah Drake
City Clerk

Marco Martinez
Chairman

EXHIBIT A

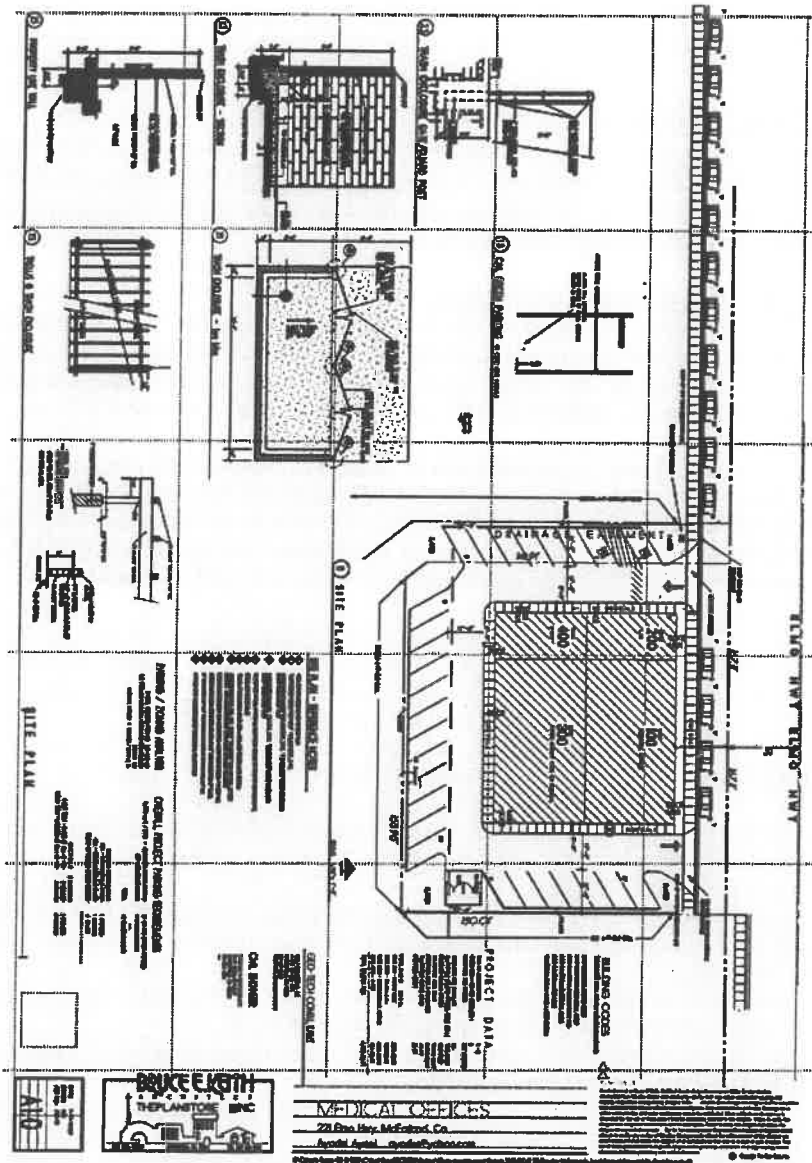


EXHIBIT B

CITY OF MCFARLAND PLANNING DEPARTMENT

Elmo Hwy Medical Office

Site Plan 2021-002
Conditions of Approval
July 17, 2021 PRELIMINARY

PART A – PROJECT INFORMATION

Assessor's Parcel Number 201-332-02

Job Address: 221 Elmo Hwy

Existing General Plan: Commercial

Existing Zoning: C-2

PROJECT DESCRIPTION:

The project site is located on Elmo Hwy just west of the 99. It consists of a C-2 zone that can be developed for multiple uses. Developer is in process of planning to develop a medical office building with four offices to create multiple opportunities for medical uses. The proposed building square footage is roughly 8400 sq. ft.

PART B – CONDITIONS OF APPROVAL

The conditions of approval are based on adopted City plans and policies, determined through site plan review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety and welfare of the community, and recommended conditions will enhance the project and its relationship to the neighborhood and environment.

Conditions of approval may be appealed within fifteen (15) calendar days from the date of the approval. However, conditions based on the City of McFarland Municipal Code are mandatory and may be modified by variance, provided findings pursuant to the McFarland Municipal Code Section 17.148 can be made. Should an appeal of a mandatory condition of approval be received, an application for a variance and the associated fee must be submitted for consideration.

GENERAL CONDITIONS AND REQUIREMENTS

1. This project is conditioned upon the Developer defending, indemnifying and holding harmless the City, its agents, offices, consultants, and/or employees. (Add this note to cover sheet of construction plans).
2. The safety and security of the project must satisfy Local, County, State, Federal ordinances, California Building Code, and California Occupational Safety and Health Association (CAL/OSHA).
3. This project is subject to applicable District, Local, City, County, State, And Federal statutes, ordinances, regulations, standards and policies.
4. The developer shall obtain necessary permits and/or approvals from all agencies having jurisdiction over property being mapped.
5. Utilities shall be installed underground in accordance with each of the utility company requirements and with the City requirements.
6. The Developer shall dedicate public utility easements within the development where required by the City and affected utilities.
7. Provide current Title Report (30 days or less) in PDF format with links to all recorded documents affecting property. Show all easements on plans.
8. Improvements shall comply with current American with Disabilities Act (ADA) Standards and regulations. (All facilities to provide ADA access). Plans sections and details to show compliance.
9. Provide Preliminary Soils Report to address all improvements, including utility trenches and chemical reactivity. All improvements to include buildings/paving/concrete structural sections, per City Standards.
10. Project located at a Section line and there is a 25-ft wide Irrevocable Offer of Dedication along the North property line. Please refer to TM 4795.
11. Lot 49 of TM 4795 is drainage easement to the City of McFarland. All easements shall be kept open, clear, and free from building and structures of any kind.
12. All obstructions, including utility poles and lines, trees, pole signs, fences, or similar obstructions, shall be removed from the ultimate road rights-of-way and easements.

Compliance with this requirement is the responsibility of the applicant and may result in significant financial expenditures.

13. Show on the plans existing public sewer system location(s). The developer shall install new connection to the public sewer system. This connection shall be shown on the building plans submitted to the City for review and approval by the city sewer engineer. Sewage disposal for domestic sewage only.
14. Show on the plans existing water main line location(s). The developer shall install new connection to the public water system and hydrants. This connection shall be shown on the building plans submitted to the City.
15. Developer shall provide plan approval by the Kern County Fire Department for access requirements.
16. Developer shall provide plan approval by the Kern County Fire Department for all fire flows and fire hydrant locations.
17. The applicant shall provide written documentation from the Division of Oil and Gas that there are no abandoned wells in the proximity of the project site. If there are abandoned wells in the area, the applicant should obtain written approval from the Division of Oil and Gas for the construction of any improvements over or in the proximity of an abandoned well location. Any habitable structures shall be set back per the requirements of the Division of Oil and Gas.
18. Show on the final building plan, electric vehicle supply equipment to facilitate future installation as required by the California Green Code.
19. The developer shall submit a grading plan for the proposed site to be review and approved by the City Engineer and Building Official.
20. Standard notes to be included in the grading plan cover sheet:
 - a. All grading shall conform with App. J - California Building Code and standards thereof and preliminary soils report by _____, dated _____.
 - b. The Design Engineer shall exercise sufficient supervision control during grading and construction to ensure compliance with the plans, soils report, specifications, and code within his purview.
 - c. Grading work shall be supervised as engineered grading in accordance with App. J of the California Building Code.
21. The following notes shall appear on all grading and construction plans cover sheet:
 - a. Any items in public Right-of-way that are damaged or do not meet current standards set by Public Works will require repairing and/or upgrading as per City Engineer.
 - b. An open street permit shall be obtained from the City of McFarland Public Works Department for any work performed within existing accepted street right of way. Unless secured by a subdivision agreement, security based on an approved engineer's estimate for the work performed within the right of way and insurance as required shall be provided prior to issuance of a permit.
 - c. Should any cultural materials be discovered during any grading or development, all work shall be halted, and a qualified archaeologist/ historian shall be contacted to assess the finds and impose mitigation measures, if necessary, prior to the resumption of construction.
 - d. If human remains are discovered at any time on this property, work must halt in the area of the find, and the Kern County Coroner must be notified immediately (Health and Safety Code Section 7050.5).
 - e. During grading operations, the applicant for a development permit shall be responsible for the application of water to development sites to mitigate the impact of dust and PM-10 (particulates) emissions. Spraying should be sufficient to ensure that soils remain damp, with the frequency of spraying dependent on weather conditions.
 - f. During grading operations, all activity shall be restricted to periods of low wind to reduce dust emissions.
 - g. Construction speed limits will be posted at fifteen miles per hour (15 mph).
 - h. During grading and construction, all activities adjacent to residential development shall be limited to 7:00 a.m. to 7:00 p.m., Monday thru Friday. Construction will not be allowed on weekends or federal holidays.
22. The following note shall appear on all grading and construction plans cover sheet:
 - If the project is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES), a "Notice of Intent" (NOI) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity (SWRCB ORDER NO. 2009-009-DWQ AS

AMENDED BY ORDER 2010-0014-DWQ AND ORDER 2012-0006-DWQJ must be filed with State Water Resources control Board in Sacramento before the beginning of any construction activity. Compliance with the general permit requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared, continuously carried out, and always be available for public inspection during normal construction hours. Waste Discharge Identification (WDID) Number _____ has been issued by the State Water Resources Board for this project.

23. With the grading plan the developer shall prepare a SWPPP/BMP's and retain copy at the construction site to follow all SWPPP and BMP's practices.
 - Projects which disturb one (1) acre or more of land: The Developer shall provide a Storm Water Pollution Prevention Plan (SWPPP) that has been designed, specific to its site, conforming to the State Storm water NPDES Construction Permit. The plan shall be prepared by a Qualified SWPPP Developer/Practitioner. The SWPPP shall be submitted to the City for review and approval.
24. Before any building or site can be occupied, the developer must reconstruct or repair substandard off-site street improvements that front the site to adopted City standards as directed by the City Engineer / Public Works Director. Please contact Public Works to schedule a site inspection to find out what improvements may be required prior to submitting a grading plans. Any off-site/frontage improvements or repairs required during the site inspection shall be shown on the grading plan.
 - All existing adjacent public improvements (street, curb and gutter, sidewalk, etc.) which are currently damaged shall be removed and replaced by the applicant. All replaced improvements shall meet current City adopted standards.
 - All adjacent sidewalks, driveways and curb returns shall comply with current ADA standards.
25. Ornamental streetlights shall be installed by the developer, at locations approved by the city engineer, and public works department.
26. Provide streetlight plans (with irrigation pedestal location, if applicable), for City's Review. Subdivider shall provide underground electrical plans showing power and connection to streetlights and irrigation controllers for review and approval by the City Public Works Department.
27. Provide copies of complete set of Civil on-site improvement plans signed by a California Registered Civil Engineer.
28. The developer shall dedicate any sidewalk extending out of the right of way as a Public Access Easement. This must be conducted with a separate instrument.
29. The Developer shall install and/or reconstruct full improvements (roadway, concrete curb and gutter, sidewalks, commercial driveway approaches, ADA curb ramps), for the half Right-of-Way (55ft.) for Elmo Hwy. along the entire North boundary or the project. All public improvements shall conform to the City of McFarland improvement standards and/or the Caltrans Highway Design Manual and current ADA standards.
30. Pavement sections will be designed using a Traffic Index (TI) of 9, per City Improvements Standards Design Criteria Section 3-3 "Street Section Design".
31. Install and/or reconstruct full improvements (roadway, concrete curb and gutter, sidewalks, commercial driveway approaches, ADA curb ramps), for the south side of Elmo Hwy from existing curb to the west, including new ADA compliant commercial driveway at the gated access to the existing sump directly adjacent to the site boundary.
32. The Developer shall relocate the existing fence, trees, pole signs, or similar obstructions, from the ultimate road rights-of-way along the existing sump directly adjacent to the site. Compliance with this requirement is the responsibility of the applicant and may result in significant financial expenditures.
33. Off-site pavement and striping construction will be required to transition from the proposed/ultimate on-site improvements to the existing conditions at the time construction commences. Transitions must be designed in accordance with City Standards and/or the Caltrans Highway Design Manual. If existing conditions change during the period of time between street improvement plan approval and construction commencement, the street improvement plans must be revised and approved by the City Engineer.
34. Provide copies of complete set of Civil off-site/on-site improvement plans signed by a California Registered Civil Engineer.

35. Provide complete Engineer's Cost Estimate for the project's off-site improvement on City's right-of-way, signed by a California Registered Civil Engineer. Use current Kern County Development Standards Division Seven Sec. 701-1 to Sec. 702-9, available at: <https://kernpublicworks.com/building-and-development/engineering/development-standards/division-seven-construction-security/>. The Engineer's Estimate shall include a contingency factor, per the Kern County Standards Division 7, to compensate for the effect of inflation and any changes in construction during the life of the project.
36. Paving and relocation of curb, gutter, and sidewalk in front of the project is required due to 25 ft irrevocable offer of dedication.
37. Incorporate street lighting along Elmo Hwy with City Standard Lighting to ensure street and pedestrian safety for all street parking used for Medical Office.
38. Street parking signs with time limits are required to be installed along Elmo Hwy.
39. No commercial truck parking sign required along Elmo Hwy.
40. Developer must annex to the City of McFarland Community Facilities Districts (CFDS) for;
 - Landscaping and street maintenance CFD 2017-2;
 - Police Services CFD 2017-1; and
 - Fire Protection CFD 2019-1.
41. Must add additional street parallel parking to suffice the number of spaces required along Elmo Hwy.
42. Road Dedication is required and installation of road, curb, gutter, sidewalk on Elmo Hwy is required.

**DEVELOPMENT IMPACT FEE
CREDIT AGREEMENT
ELMO HWY MEDICAL PLAZA**

This **DEVELOPMENT IMPACT FEE CREDIT AGREEMENT** ("Agreement") is entered into this 14th day of April, 2022 by and between the CITY OF MCFARLAND, a California municipal corporation ("CITY"), and SHAFTER MEDICAL PLAZA LLC, a California partnership, ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 0.598 acres of real property located within the CITY which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from CITY certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Elmo Sump Road Widening ("Project");

WHEREAS, CITY requires developers to pay certain development impact fees for the purpose of defraying all or a portion of the cost of public improvements, public services, and community amenities related to the their projects ("DIF");

WHEREAS, section 16.48.050 of the McFarland Municipal Code 1) authorize the CITY to issue DIF credits to a developer who constructs certain public improvements that are included within the fee program to reduce their DIF obligation, and 2) authorize the CITY to reimburse a developer who constructs public improvements that are more costly than its DIF obligations;

WHEREAS, as a condition of CITY's approval of the Project, CITY has required Developer to construct certain public improvements that would be funded by the DIF Program ("DIF Improvements");

WHEREAS, CITY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the DIF Improvements, (2) expand the scope of the DIF Improvements, (3) to ensure that delivery of the DIF Improvements is undertaken as if the DIF Improvements were constructed under the direction and authority of the CITY, (4) to provide a means by which the Developer's costs for project delivery of the DIF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable DIF for the Project, and (5) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the DIF Improvements exceeds Developer's DIF obligations.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and CITY hereby agree as follows:

TERMS

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
2. Construction of DIF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain DIF Improvements generally described as ROAD EXPANSION, and as shown more specifically on Exhibit "B," the plans, profiles, and specifications, which have been or will be prepared by or on behalf of Developer and approved by CITY, and which are incorporated herein by this reference. Construction of the DIF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the DIF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of CITY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the DIF Improvements.
 - a. Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the DIF Improvements until all plans and specifications for the DIF Improvements have been submitted to and approved by CITY. Approval by CITY shall not relieve Developer from ensuring that all DIF Improvements conform with all other requirements and standards set forth in this Agreement.
 - b. Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the DIF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.
 - c. Public Works Requirements. In order to insure that the DIF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, CITY, Developer shall comply with all of the following requirements with respect to the construction of the DIF Improvements:
 - i. Developer shall obtain bids for the construction of the DIF Improvements, in conformance with the standard procedures and requirements of CITY with respect to its public works projects, or in a manner which is approved by the Public Works Department.
 - ii. The contract or contracts for the construction of the DIF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive

bid(s) for the construction of the DIF Improvements.

- iii. Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of CITY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.
- iv. All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the DIF Improvements which they will construct in conformance with CITY's standard procedures and requirements.
- v. Developer and all such contractors shall comply with such other requirements relating to the construction of the DIF Improvements which CITY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the DIF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to CITY, at such intervals and in such form as CITY may require that the foregoing requirements have been satisfied.

- d. Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the DIF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The DIF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with CITY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.
- e. Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the DIF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout

the term of this Agreement.

- f. Alterations to DIF Improvements. All work shall be done and the DIF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the DIF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by CITY. Any and all alterations in the plans and specifications and the DIF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.
3. Maintenance of DIF Improvements. CITY shall not be responsible or liable for the maintenance or care of the DIF Improvements until CITY approves and accepts them. CITY shall exercise no control over the DIF Improvements until accepted. Any use by any person of the DIF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to CITY's acceptance of the DIF Improvements. Developer shall maintain all of the DIF Improvements in a state of good repair until they are completed by Developer and approved and accepted by CITY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If Developer fails to properly prosecute its maintenance obligation under this section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the DIF Improvements or their condition prior to acceptance.
4. Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the DIF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service fees established by CITY.
5. CITY Inspection of DIF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the DIF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by CITY of the DIF Improvements and areas where construction of the DIF Improvements is occurring or will occur.
6. Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the DIF Improvements, Developer shall provide to CITY such evidence or proof as CITY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the DIF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to CITY a title insurance policy or other security acceptable to CITY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the

Property.

7. Acceptance of DIF Improvements; As-Built or Record Drawings. If the DIF Improvements are properly completed by Developer and approved by CITY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, CITY shall be authorized to accept the DIF Improvements. CITY may, in its sole and absolute discretion, accept fully completed portions of the DIF Improvements prior to such time as all of the DIF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the DIF Improvements. Upon the total or partial acceptance of the DIF Improvements by CITY, Developer shall file with the Recorder's Office of the County of Kern a notice of completion for the accepted DIF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted DIF Improvements shall become the sole and exclusive property of CITY without any payment therefore. Notwithstanding the foregoing, CITY may not accept any DIF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the CITY for all such DIF Improvements. The drawings shall be certified and shall reflect the condition of the DIF Improvements as constructed, with all changes incorporated therein.
8. Warranty and Guarantee. Developer hereby warrants and guarantees all the DIF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the DIF Improvements, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the DIF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of CITY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any DIF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following CITY's acceptance of the repaired, replaced, or reconstructed DIF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any DIF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.
9. Administrative Costs. If Developer fails to construct and install all or any part of the DIF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to CITY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.
10. Default; Notice; Remedies.
 - a. Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any

obligation, term, or condition of this Agreement, or if CITY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, CITY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, CITY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon CITY's issuance of the Notice, Developer and its surety shall be liable to CITY for all costs of construction and installation of the DIF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

- b. Failure to Remedy; CITY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to CITY within the time frame contained in the Notice, CITY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. CITY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the DIF Improvements at the time of CITY's demand for performance. In the event CITY elects to complete or arrange for completion of the remaining work and the DIF Improvements, CITY may require all work by Developer or its surety to cease in order to allow adequate coordination by CITY.
- c. Other Remedies. No action by CITY pursuant to this Section 10.0 *et seq.* of this Agreement shall prohibit CITY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. CITY may exercise its rights and remedies independently or cumulatively, and CITY may pursue inconsistent remedies. CITY may institute an action for damages, injunctive relief, or specific performance.

- 11. Security; Surety Bonds. Prior to the commencement of any work on the DIF Improvements, Developer or its contractor shall provide CITY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the DIF Improvements, as determined by CITY after Developer has awarded a contract for construction of the DIF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If CITY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by CITY. Developer's compliance with this Section 11.0 *et seq.* of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

- a. Performance Bond. To guarantee the faithful performance of the DIF Improvements and all the provisions of this Agreement, to protect CITY if Developer is in default as set forth in Section 10.0 *et seq.* of this Agreement, and to secure the one-year guarantee and warranty of the DIF Improvements, Developer or its contractor shall provide CITY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The CITY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the DIF Improvements are accepted by CITY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than fifty percent (50%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.
- b. Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the DIF Improvements and this Agreement, Developer or its contractor shall provide CITY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of CITY after six (6) months from the date CITY accepts the DIF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which CITY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of CITY's anticipated administrative and legal expenses arising out of such claims.
- c. Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to CITY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by CITY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the DIF Improvements, or the plans and specifications for the DIF Improvements shall in any way affect its obligation on the Security.
- d. Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the CITY, and when such forms are completed to the satisfaction of CITY, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12. Indemnification. Developer shall defend, indemnify, and hold harmless CITY, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental CITY, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the DIF Improvements or their condition prior to CITY's approval and acceptance of the DIF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CITY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected officials, employees, or agents.

13. Insurance.

a. Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

- i. General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.
- ii. Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.
- iii. Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.
- iv. Professional Liability. For any consultant or other professional who will

engineer or design the DIF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the DIF Improvements. Such insurance shall be endorsed to include contractual liability.

- b. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- c. Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name CITY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to CITY, its elected officials, officers, employees, or agents.
- d. Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering CITY, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against CITY in connection with any damage or harm covered by such policy.
- e. Certificates; Verification. Developer and its contractors shall furnish CITY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CITY before work pursuant to this Agreement can begin. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- f. Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to CITY.
- g. Insurer Rating. Unless approved in writing by CITY, all Required Insurance shall

be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14. DIF Credits.

- a. Developer's DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to CITY as part of the DIF Program is SIXTY THOUSAND FIFTY ONE AND SIXTY CENTS (\$60,051.60) ("DIF Obligation"). This DIF Obligation shall be initially determined under the nexus study and fee schedule in effect for the CITY at the time the Developer submits a building permit application for the DIF Improvements. This DIF Obligation does not have to be paid until the Certificate of Occupancy is obtained. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop CITY from adjusting the DIF.
- b. Credit Offset Against DIF Obligation. Pursuant to section 16.48.050(C) of the McFarland Municipal Code and in consideration for Developer's obligation under this Agreement for the delivery of DIF Improvements, credit shall be applied by CITY to offset the DIF Obligation subject to adjustment and reconciliation under Section 14(d) of this Agreement ("DIF Credit"). Developer hereby agrees that the amount of the DIF Credit shall be applied after Developer has initiated the process of project delivery of DIF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the DIF Credit shall be equal to the lesser of: (A) the City Engineer's Estimate of the actual value of the DIF Improvements; or (B) the estimated cost of the DIF Improvements as identified in the DIF study in effect at the time of the issuance of a building permit for the project ("DIF Unit Cost Assumptions").

The City Engineer's Estimate and the DIF Unit Cost Assumptions shall hereafter be collectively referred to as "DIF Estimated Credit". At no time will the DIF Credit exceed the Developer's DIF Obligation. If the dollar amount of the DIF Estimated Credit exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14(e) of this Agreement. CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section, including how the DIF Credit is applied to offset the DIF Obligation as described above.

- c. Verified Cost of the DIF Improvements. Upon recordation of the Notice of Completion for the DIF Improvements and acceptance of the DIF Improvements by CITY, Developer shall submit to the CITY Public Works Director the information set forth in the attached Exhibit "D". The CITY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the DIF Improvements covered under this Agreement ("DIF Verified Costs"). The CITY Public Works Director will use his or her best efforts to determine the amount of the DIF Verified

Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

- d. Reconciliation: Final Credit Offset Against DIF Obligations. The Developer is aware of and accepts the fact that credits are speculative and conceptual in nature. The actual amount of DIF Credit that shall be applied by CITY to offset the DIF Obligation shall be equal to the lesser of: (A) the DIF Verified Costs or (B) the DIF Unit Cost Assumptions as determined in accordance with Section 14(b) of this Agreement ("Actual DIF Credit"). No Actual DIF Credit will be awarded until the DIF Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate DIF Credits for project planning purposes, the Actual DIF Credit awarded will only be determined by the reconciliation process.
- i. DIF Balance. If the dollar amount of the Actual DIF Credit is less than the dollar amount of the DIF Obligation, the CITY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("DIF Balance") and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation.
 - ii. DIF Reimbursement. If the dollar amount of the Actual DIF Credit exceeds the DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may apply for a reimbursement, to the extent applicable, as provided in Section 14(e) of this Agreement.
 - iii. DIF Overpayment. If the dollar amount of the Actual DIF Credit exceeds the Estimated Credit, but is less than the DIF Obligation, but the Actual Credit plus additional monies collected by CITY from Developer for the DIF Obligation exceed the DIF Obligation ("DIF Overpayment"), Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may be entitled to a refund.
- e. Reimbursement. If authorized under either Section 14(b) or Section 14(d) Developer may apply to CITY for a reimbursement for the amount by which the Actual DIF Credit exceeds the DIF Obligation, as determined pursuant to Section 15(d) of this Agreement, section 16.48.050 of the McFarland Municipal Code. If CITY agrees to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "E," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15. Miscellaneous.

- a. Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to CITY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with CITY in a form reasonably acceptable to CITY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14 *et seq.* of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.
- b. Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or CITY between CITY and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of CITY.
- c. Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
- d. Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, CITY shall have the right to rescind this Agreement without liability.
- e. Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To CITY: City of McFarland
 Attn: Public Works Director
 401 W Kern Avenue
 McFarland, CA 93250

To Developer: Shafter Medical Plaza LLC
 Attn: Ayodeji Ayeni
 PO BOX 22694

Depending upon the method of transmittal, notice shall be deemed received as follows: by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

- f. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- g. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to CITY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- h. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- i. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- j. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- k. No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- l. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- m. Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement,

shall be filed and prosecuted in the appropriate California State Court in the County of Kern, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

- n. Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.
- o. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- p. Entire Agreement. This Agreement contains the entire agreement between CITY and Developer and supersedes any prior oral or written statements or agreements between CITY and Developer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Dated: 4/14/22

City of McFarland,
a California municipal corporation

By: 
Sally Tafoya,
Mayor

Attest:


Francisca Alvarado, City Clerk

Dated: 4/14/2022

INSERT NAME, Shafter Medical Plaza, LLC
a California corporation/limited liability
company

By: 
Name: Ayodeji Ayeni, M.D.
Title: Member

SIGNATURES MUST BE NOTARIZED

Approved as to form:


Nathan Hodges, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

E F

RECORDING REQUESTED BY

STEWART TITLE
AND WHEN RECORDED MAY TO

NAME City of McFarland
STREET P.O. Box 1488
ADDRESS McFarland, CA 93250
CITY & STATE

BOOK 5945 PAGE 2383
1986 DEC -9 A 8:00
RECORDED BY GALE S. ENSTAD
KERN COUNTY CLERK-RECORDER

072913

DATE REC 12/12/86
TIME 10:01

136153

DOCUMENTARY TRANSFER TAX \$nil
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE
Signature of Deed Grantor or Agent describing tax Form Name
STEWART TITLE

Individual Grant Deed
THIS FORM FURNISHED BY STEWART TITLE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JAMES E. MILES AND LAHOMA E. MILES, husband and wife as joint tenants

hereby GRANT(S) to

the **CITY OF MC FARLAND, a municipal corporation**

the following described real property in the City of McFarland
County of Kern State of California, described as:

Lot 49 of Tract 4795, in the City of McFarland, County of Kern, State of California,
as per Map thereof recorded August 29, 1985, in Book 34, Page 144 of Maps, in the
Office of the County Recorder of said County.

Excepting therefrom all oil, gas, hydrocarbons and all minerals lying in, on or under
said land, as reserved in deeds of record.

Also excepting all remaining oil, gas, hydrocarbons and other minerals.

*Above described Lot 49 of Tract 4795 is for drainage purposes and is hereby granted
to the City of McFarland as required.

Dated: November 12, 1986

STATE OF CALIFORNIA
COUNTY OF KERN SS.

On November 12, 1986 before me, the under
signed, a Notary Public in and for said County and State, personally
appeared **JAMES E. MILES**

James E. Miles
Lahoma E. Miles
By James E. Miles
Her ATT: L. F. F.

APN

personally
known to me (or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within
instrument and acknowledged that HE executed the same

Yvonne Thompson
YVONNE THOMPSON
Name (Typed or Printed)
Notary Public in and for said County and State



-MAIL TAX
-STATEMENTS TO

Name Address Zip

0-108

(Attorney in Fact)

STATE OF CALIFORNIA
COUNTY OF KERN } SS. BOOK 5945 PAGE 2384

On November 12, 1986, before me, the undersigned, a Notary Public in and for said State,
personally appeared JAMES E. MILES
known to me to be the person whose name is subscribed to the within instrument, as the
Attorney in fact of LAHOMA E. MILES
and acknowledged to me that HE subscribed the name
of LAHOMA E. MILES thereto as principal
and HIS own name as Attorney in fact.

WITNESS my hand and official seal.
Signature: *W. Thompson*
Name (Typed or Printed): WYOMBE THOMPSON

NOTARY PUBLIC
WYOMBE THOMPSON
KERN COUNTY, CALIFORNIA
My Commission Exp. Jan. 3, 1990

(This area for official authorized seal)

BOOK 5945 PAGE 2385

CERTIFICATE OF ACCEPTANCE OF GRANT DEED
TO REAL PROPERTY IN THE CITY OF McFARLAND,
KERN COUNTY, CALIFORNIA

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated Nov. 12, 1986, from James E. and Lahoma E. Miles, to the CITY OF McFARLAND, a municipal corporation, is hereby accepted by order of the City Council of the City of McFarland on Nov. 13, 1986, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: Dec. 4, 1986.

Carl L. Boston
CARL L. BOSTON, Mayor

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On this 4th day of December, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL L. BOSTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Mayor of the CITY OF McFARLAND and acknowledged to me that the CITY OF McFARLAND executed it.

WITNESS my hand and official seal.

(SEAL)



M. D. Smith
Notary Public

McFarland Medical Plaza
221 Elmo Hwy.
McFarland, Ca.

IN FRONT OF PROPERTY

Demo & Grading	\$17,062.25
Relocation of excess soil to in front of sump	\$1,870.37
Curb, Gutter, Sidewalk & Approaches	\$28,247.47
Possible Curb, Gutter & Sidewalk Tye-in	\$1,683.00
Asphalt	\$16,003.09

Sub-Total	\$64,866.19
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IN FRONT OF SUMP

Demo & Grading	\$39,080.88
Relocation of excess soil to in front of sump, fence removal & reset	\$23,434.32
Curb, Gutter, Sidewalk & Approach	\$27,945.36
Asphalt	\$45,099.30
Road Striping as Needed	\$2,775.00

Sub-Total	\$138,334.86
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SANITARY SEWER

Saw cut & demo of asphalt	\$11,612.70
Trenching & traffic control	\$23,393.70
Sewer Pipe, 2 Manholes	\$18,580.32
Backfil & compaction	\$24,538.14
Asphalt patching	\$19,541.87

Sub-Total	\$97,666.73
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Total Cost of All	\$292,604.94
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Project Detail

Wednesday, April 6, 2022
12:51:39 PM

McIntosh Engineering Group

Job-to-Date through 4/30/2022

Show Unposted

		Total Hours	Labor Category	JTD T&M
Project Number: 021-023-000 McFarland Medical Facility				
Principal:	Sean Reed	% Complete:	Direct Labor:	
Project Manager:	Sean Reed	Labor % Complete:	Direct Expense:	
Client:	Shafter Medical Plaza LLC	Expense % Complete:	Direct Consultant:	
Organization:	BU:01	Start Date:	4/29/2021	Reimbursable Expense:
Status:	Active	Complete Date:		Reimbursable Consultant
Type:	Regular			Total Fee:

Phase Number: 005 Compliance with Site Plan COAs

Principal	Roger McIntosh	% Complete	Direct Labor	
Project Manager	James Delmarter	Labor % Complete	Direct Expense	
Client	Shafter Medical Plaza LLC	Expense % Complete	Direct Consultant	
Organization	BU 01	Start Date	4/29/2021	Reimbursable Expense
Status	Active	Complete Date		Reimbursable Consultant
Type	Regular	Unit Table	1	Total Fee
Revenue Method	B	Budgeted OH Rate		Multiplier Amount

Labor

084	B	428	Reed, Sean	3/8/2022	.30	SR RCE	79.50
			Coordination with City staff regarding pavement section				
084	B	428	Reed, Sean	3/9/2022	.50	SR RCE	132.50
			Coordination of sewer point of connection with Architect				
084	B	428	Reed, Sean	3/21/2022	3.30	SR RCE	874.50
			Update offsite civil plans for resubmittal to City				
084	B	428	Reed, Sean	3/22/2022	.50	SR RCE	132.50
			Update offsite civil plans and resubmit to City				
084	B	428	Reed, Sean	3/25/2022	.30	SR RCE	79.50
			Coordination with City on plans				
084	B	428	Reed, Sean	4/1/2022	1.50	SR RCE	397.50
			Review plan check comments for streets and send email to City for answers to questions				
267	F	040	Britton, Donald	8/25/2021	.30	SR L.S.	79.50
			Survey Coordination for Additional Topo required for offsite design.				
267	F	040	Britton, Donald	9/9/2021	.80	SR L.S.	212.00
			Survey Coordination for Topo Expansion with crew.				
224	F	090	Delmarter, James	8/23/2021	.50	SR RCE	132.50
			DOWNLOAD COA AND NOD				
224	F	090	Delmarter, James	8/25/2021	.50	SR RCE	132.50
			SEWER RESEARCH				
224	F	090	Delmarter, James	9/10/2021	.50	SR RCE	132.50
			ORIENTATION w/ SEAN				
273	F	150	Gann, Jeffrey	9/9/2021	9.50	2-MAN CREW	1,159.00
			topo exp, for swr/stm				
273	F	187	Ingalls, Chad	9/9/2021	9.50	2-MAN CREW	1,159.00
			topo exp. swr/stm				
273	F	370	Nistor, Mark	9/16/2021	7.25	OFFICE ENGR/LSIT	1,203.50
			Off-site Topo				
273	F	370	Nistor, Mark	9/17/2021	3.00	OFFICE ENGR/LSIT	498.00
			Off-site Topo				
273	F	370	Nistor, Mark	9/20/2021	5.75	OFFICE ENGR/LSIT	954.50
			Update Topo				
280	F	370	Nistor, Mark	1/19/2022	.50	OFFICE ENGR/LSIT	83.00
			Email/Resond - Water line location?				

Project Detail				Job-to-Date through 4/30/2022	Wednesday, April 6, 2022 12:51:39 PM	
Show Unposted				Total Hours	Labor Category	JTD T&M
317	F	428	Reed, Sean 10/11/2021	2.00	SR RCE	530.00
			Prepare cost estimate for offsite work			
084	F	428	Reed, Sean 11/2/2021	1.00	SR RCE	265.00
			Offsite Design			
084	F	428	Reed, Sean 11/3/2021	3.10	SR RCE	821.50
			Offsite Design			
084	F	428	Reed, Sean 11/4/2021	2.80	SR RCE	742.00
			Offsite Design			
084	* F	428	Reed, Sean 11/4/2021	2.80	SR RCE	742.00
			Design			
084	F	428	Reed, Sean 11/5/2021	2.00	SR RCE	530.00
			Offsite Design			
084	* F	428	Reed, Sean 11/5/2021	3.20	SR RCE	848.00
			Design			
084	* F	428	Reed, Sean 11/8/2021	2.50	SR RCE	662.50
			Design			
084	F	428	Reed, Sean 11/16/2021	1.50	SR RCE	397.50
			Modify estimate for offsite improvements and send to Arch.			
084	F	428	Reed, Sean 11/18/2021	2.30	SR RCE	609.50
			Project coordination and correspondence			
084	F	428	Reed, Sean 11/22/2021	.50	SR RCE	132.50
			Project coordination and design			
084	F	428	Reed, Sean 11/23/2021	1.00	SR RCE	265.00
			Project coordination and design			
084	F	428	Reed, Sean 11/24/2021	2.25	SR RCE	596.25
			Project coordination and design			
084	F	428	Reed, Sean 11/30/2021	1.00	SR RCE	265.00
			Offsite Improvement Plans			
084	F	428	Reed, Sean 12/1/2021	1.70	SR RCE	450.50
			Offsite Improvement Plans			
084	F	428	Reed, Sean 12/2/2021	1.00	SR RCE	265.00
			Offsite Improvement Plans			
084	F	428	Reed, Sean 12/10/2021	.50	SR RCE	132.50
			Received plan check comments from City and coordinated corrections			
084	F	428	Reed, Sean 12/21/2021	1.10	SR RCE	291.50
			Correspondence regarding parking spaces that are not in compliance with City standards			
084	F	428	Reed, Sean 12/22/2021	1.90	SR RCE	503.50
			Discuss sewer comments with City and research alternate sewer alignment options			
084	F	428	Reed, Sean 12/23/2021	1.90	SR RCE	503.50
			Re-design sewer			
084	F	428	Reed, Sean 12/29/2021	1.20	SR RCE	318.00
			Coordination with City of McFarland Staff regarding plan check			
084	F	428	Reed, Sean 1/3/2022	.30	SR RCE	79.50
			Coordination for potholing of water line			
084	F	428	Reed, Sean 1/4/2022	.50	SR RCE	132.50
			Coordination for potholing of water line			
084	F	428	Reed, Sean 1/5/2022	.80	SR RCE	212.00
			Coordination for potholing of water line			
Total for Labor				83.35		17,737.25
Total for Labor				83.35		17,737.25
Expenses						
Reimbursable Expenses						
523-00 Misc Reimbursables Expense						
	F	UN 00000043	9/9/2021 Mileage / 60.0 Mileage @ 0 60.0			39.00
			Mileage @ 0.65			
Total for 523-00						39.00

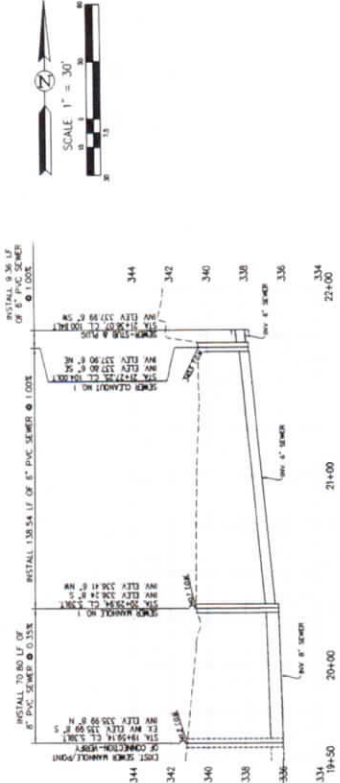
Project Detail	Job-to-Date through 4/30/2022	Wednesday, April 6, 2022 12:51:39 PM
Show Unposted	Total Hours	JTD T&M
527-00 Field Materials		
F UN 00000043 9/9/2021 Materials:Lath,Stakes & Flagging /		1.00
2.0 LathsStake @ 0.35 2.0 LathsStake @ 0.50		1.00
Total for 527-00		
528-00 Field Equipment		
F UN 00000043 9/9/2021 Geodimeter-4000/5600 / 8 0		352.00
Geodimeter @ 0 8.0 Geodimeter @ 44.00		352.00
Total for 528-00		
529-00 Office Equipment		
F UN 00000067 9/16/2021 Advanced Licensing / 7.25		319.00
Computers @ 0 7.25 Computers @ 44.00		132.00
F UN 00000067 9/17/2021 Advanced Licensing / 3.0		253.00
Computers @ 0 3.0 Computers @ 44.00		
F UN 00000099 9/20/2021 Advanced Licensing / 5.75		704.00
Computers @ 0 5.75 Computers @ 44.00		1,096.00
Total for 529-00		1,096.00
Total for Reimbursable Expenses		1,096.00
Total for Expenses		18,833.25
Total for 005	83.35	18,833.25
Total for 021-023-000	83.35	18,833.25

HIGHLIGHTED → TOTAL \$ 14,312.25
CITY PAY 50% → TOTAL \$ 7,156.13

Project Detail
Final Totals

Job-to-Date through 4/30/2022
83.35

Wednesday, April 6, 2022 12:51 39 PM
18,833.25



- ① CONSTRUCT CURB & GUTTER FOR C.O.M. STD. R-3.
- ② CONSTRUCT 3' COMMUNICATION SIDEWALK FOR C.O.M. STD. R-3.
- ③ CONSTRUCT STANDARD COMMERCIAL DRIVEWAY FOR C.O.M. STD. R-3.
- ④ SMOOTH EXISTING PAVEMENT FOR PLANT OF AS DIRECTED BY CITY ENGINEER.
- ⑤ DEMO EXISTING CURB & GUTTER AND SIDEWALK.
- ⑥ REMOVE AND REINSTATE EXISTING CHALKLINE/FENCE EXISTING SIGN TO BE RELOCATED.
- ⑦ CONTRACTOR TO VERIFY LOCATION AND INVERT ELEVATION OF EXISTING UTILITY LINES BEFORE CONSTRUCTION & NOTIFY THE CITY ENGINEER.
- ⑧ TRANSFER FROM EXISTING SIDEWALKS TO A 3' DETACHED SIDEWALK AND MATCH EXISTING AT END.
- ⑨ FURNISH AND INSTALL 2" WATER SERVICE PIPE C.O.M. STD. R-44.
- ⑩ RELOCATE (E) FIRE HYDRANT PIPE C.O.M. STD. R-56.

[illegible]

EASEMENT NOTICES.

▲ AN EASEMENT GRANTED TO THE UNITED STATES OF AMERICA FOR WATER PIPELINE AND INCIDENTAL PURPOSES RECORDED DECEMBER 19, 1951 AS BK 1878, PG 300. O R

▲ AN EASEMENT GRANTED TO THE CITY OF MEAFORD FOR INGRESS, EGRESS & ROAD AND INCIDENTAL PURPOSES RECORDED JULY 29, 1985 AS BK 5781, PG 1771. O R

◆ AN EASEMENT GRANTED TO THE PUBLIC IN GENERAL FOR INGRESS, EGRESS & ROAD AND INCIDENTAL PURPOSES RECORDED NOVEMBER 22, 1995 IN PARCEL MAP NO 102716, P. N. H. 47, PG 130-131.

[illegible]

BOND NO. CAC721216
INITIAL PREMIUM: \$6,352.00
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of McFarland ("CITY") has executed an agreement with Shafter Medical Plaza, LLC (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain DIF Credit Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, Shafter Medical Plaza, LLC, as Principal and, Merchants Bonding Company (Mutual), a corporation/limited liability company organized and existing under the laws of the State of Iowa and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY in the sum of Two Hundred Ninety Two Thousand Six Hundred Four and 94/100-- (\$ 292,604.94), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension

of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 15th day on
March, 2022.

Shafter Medical Plaza, LLC
Principal

By: 
President/Managing Member

Merchants Bonding Company (Mutual)
Surety

By: 
Kathleen Earle, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

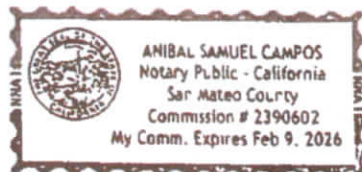
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On MAR 15 2022 before me, Anibal Samuel Campos, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Kathleen Earle
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this 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: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anibel Samuel Campos; Benjamin L. Wolfe; Chelsea Arnold; Doreen A. Green; Kathleen Earle; Steven N. Passerine

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of March, 2022.



William Warner Jr.
Secretary

POA 0018 (1/20)

BOND NO. CAC721216
INITIAL PREMIUM: Included in Performance Bond
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of McFarland ("CITY") has executed an agreement with Shafter Medical Plaza LLC (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain DIF Credit Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, Shafter Medical Plaza, LLC, as Principal and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of Two Hundred Ninety Two Thousand Six Hundred Four and 94/100---- (\$292,604.94), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required

to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

Shafter Medical Plaza, LLC

Principal

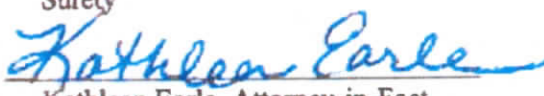
By:


President/Managing Member

Merchants Bonding Company (Mutual)

Surety

By:


Kathleen Earle, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa)

On MAR 15 2022 before me, Anibal Samuel Campos, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Kathleen Earle

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this 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: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

MERCHANTS
BONDING COMPANY.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC. both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually
Anibal Samuel Campos; Benjamin L Wolfe; Chelsea Arnold; Doreen A Green; Kathleen Earle; Steven N Passerine

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2020



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of March, 2022



William Warner Jr.

Secretary

POA 0018 (1/20)

EXHIBIT "D"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist CITY in determining the Construction Costs for a completed DIF Improvement, Developer shall provide the following documents to CITY:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each DIF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by CITY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "E" REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, by and between the City of McFarland, a California municipal corporation ("CITY"), and Shafter Medical Plaza LLC, a California partnership, ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, CITY and Developer are parties to an agreement dated_____, 20__, entitled "DIF Credit Agreement" (hereinafter "Credit Agreement");

WHEREAS, Sections 14(a) through 14(d) of the Credit Agreement provide that Developer is obligated to pay CITY the DIF Obligation, as defined therein, but shall receive credit to offset the DIF Obligation if Developer constructs and CITY accepts the DIF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14(e) of the Credit Agreement provides that if the dollar amount of the DIF credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the DIF Obligation, Developer may apply to CITY for a reimbursement agreement for the amount by which the DIF credit exceeds the DIF Obligation;

WHEREAS, Section 14(e) additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
2. Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.
3. Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.
4. Amount of DIF Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual DIF Credit exceeds the dollar amount of the DIF Obligation as determined pursuant to the Credit Agreement, section 3.44.080 of the Wildomar

Municipal Code, and the CITY's adopted Development Impact Fee Credit and Reimbursement Policy ("DIF Reimbursement"). The DIF Reimbursement shall be subject to verification by CITY and Developer shall provide any and all documentation reasonably necessary for CITY to verify the amount of the DIF Reimbursement. The DIF Reimbursement shall be in an amount not exceeding Eighty Five Thousand Four Hundred Thirty Nine and Thirty Nine Cents (\$85,439.39) ("DIF Reimbursement Amount"). In no event shall the dollar amount of the DIF Reimbursement exceed the difference between the dollar amount of all credit applied to offset the DIF Obligation pursuant to Sections 15(b), 15(c), and 15(d) of the Credit Agreement, and one hundred (100%) of the construction costs of the DIF Improvement identified in the DIF Study in effect at the time of the issuance of a building permit for the Project.

5. Payment of DIF Reimbursement; Funding Contingency. The payment of the DIF Reimbursement Amount shall be subject to the following conditions:
 - a. Developer shall have no right to receive payment of the DIF Reimbursement unless and until (i) the DIF Improvements are completed and accepted by CITY in accordance with the Credit Agreement, and (ii) CITY has funds available and appropriated for payment of the DIF Reimbursement Amount.
 - b. Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the DIF Reimbursement is determined and the time when payment of the DIF Reimbursement is made to Developer by CITY.
6. Affirmation of Credit Agreement. CITY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. CITY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. CITY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.
7. Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.
8. Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10 through 10(c), Section 12, Sections 13 through 13(g), and Sections 14 through 14(e).

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Dated: 4/14/22

City of McFarland,
a California municipal corporation

By: 
Sally Tafoya,
Mayor

Attest:


Francisca Alvarado, City Clerk

Dated: 4/14/2022

SHAFTER MEDICAL PLAZA LLC,
a California partnership.

By: 
Name: Ayden Ayen, M.D.
Title: Member

SIGNATURES MUST BE NOTARIZED

Approved as to form:


Nathan Hodges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members
FROM: Diego Viramontes, City Manager
SUBJECT: RECEIVE AND FILE THE CITY OF MCFARLAND AUDITED FINANCIAL STATEMENTS FOR THE PERIOD ENDED JUNE 30, 2024.

SUMMARY:

Clifton Larson Allen LLP (CLA) has prepared the Audited Financial Statements for the period ending June 30, 2024. The report has been prepared in conformity with the accounting principles generally accepted in the United States of America. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of McFarland for the fiscal year ended June 30, 2024, are free of material misstatements. The audit involved examining, on a test basis, the evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and estimates made by management; and evaluating the overall presentation of the financial statements. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of McFarland's financial statements for the fiscal year ended June 30, 2024, are fairly presented in conformity with generally accepted accounting principles.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff Recommends the City Council of the City of McFarland receive and file the audited financial statements for the period ended June 30, 2024.

ATTACHMENTS:

1. 2024 Final Signed Financial Statements
2. 2024 Final Signed Single Audit Report

CITY OF MCFARLAND
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2024



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

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**CITY OF MCFARLAND
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2024**

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE – STATEMENT OF NET POSITION	4
GOVERNMENT-WIDE – STATEMENT OF ACTIVITIES	5
BALANCE SHEET – GOVERNMENTAL FUNDS	6
RECONCILIATION OF GOVERNMENTAL FUNDS – BALANCE SHEET TO GOVERNMENT-WIDE STATEMENT OF NET POSITION – GOVERNMENTAL ACTIVITIES	7
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	8
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS TO GOVERNMENT-WIDE STATEMENT OF ACTIVITIES – GOVERNMENTAL ACTIVITIES	9
STATEMENT OF NET POSITION – PROPRIETARY FUNDS	10
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION – PROPRIETARY FUNDS	11
STATEMENT OF CASH FLOWS – PROPRIETARY FUNDS	12
STATEMENT OF FIDUCIARY NET POSITION – FIDUCIARY FUND	14
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION – FIDUCIARY FUND	15

**CITY OF MCFARLAND
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2024**

NOTES TO BASIC FINANCIAL STATEMENTS	16
REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)	
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND	44
BUDGETARY COMPARISON SCHEDULE – TDA-LTF – MAJOR SPECIAL REVENUE FUND	45
BUDGETARY COMPARISON SCHEDULE – GAS TAX – MAJOR SPECIAL REVENUE FUND	46
BUDGETARY COMPARISON SCHEDULE – DEVELOPMENT IMPACT – MAJOR SPECIAL REVENUE FUND	47
BUDGETARY COMPARISON SCHEDULE – MISCELLANEOUS GRANTS – MAJOR SPECIAL REVENUE FUND	48
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION	49
COMBINING FUND STATEMENTS	
COMBINING BALANCE SHEET – NONMAJOR GOVERNMENTAL FUNDS	50
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – NONMAJOR GOVERNMENTAL FUNDS	51

FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of the City Council
City of McFarland
McFarland, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of McFarland, California (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Correction of Error

As disclosed in Note 13 to the financial statements, adjustments were recorded for the correction of errors in the prior year financial statements. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis, that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor governmental fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining nonmajor governmental fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 22, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Roseville, California
January 22, 2025

BASIC FINANCIAL STATEMENTS

CITY OF MCFARLAND
GOVERNMENT-WIDE – STATEMENT OF NET POSITION
JUNE 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Cash and Investments	\$ 12,195,209	\$ 10,666,197	\$ 22,861,406
Cash with Fiscal Agents - Restricted	3,928,049	309	3,928,358
Receivables:			
Accounts	276,622	911,709	1,188,331
Intergovernmental	3,583,096	3,979	3,587,075
Interest	-	1,816	1,816
Taxes	256,051	-	256,051
Leases	-	97,008	97,008
Prepays and Other Assets	51,191	28,242	79,433
Internal Balances	27,225	(27,225)	-
Loans Receivable	3,833,713	-	3,833,713
Capital Assets:			
Nondepreciable/Nonamortizable	7,939,246	1,367,138	9,306,384
Depreciable, Net	33,462,681	13,888,286	47,350,967
Right-to-Use Assets, Net	57,514	-	57,514
Total Assets	<u>65,610,597</u>	<u>26,937,459</u>	<u>92,548,056</u>
LIABILITIES			
Accounts Payable	759,077	1,112,851	1,871,928
Accrued Liabilities	59,136	36,344	95,480
Interest Payable	53,667	26,614	80,281
Deposits Payable	51,167	23,089	74,256
Unearned Revenue	5,036,744	189,081	5,225,825
Long-Term Liabilities:			
Due Within One Year	173,647	217,234	390,881
Due in More than One Year	5,038,208	4,641,625	9,679,833
Total Liabilities	<u>11,171,646</u>	<u>6,246,838</u>	<u>17,418,484</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflows Related to Leases	-	91,771	91,771
NET POSITION			
Net Investment in Capital Assets	40,195,367	10,427,424	50,622,791
Restricted for:			
Grants	944,728	-	944,728
Streets and Roads	679,929	-	679,929
Community Development	7,274,217	-	7,274,217
Debt Service	230,892	309	231,201
Unrestricted	5,113,818	10,171,117	15,284,935
Total Net Position	<u>\$ 54,438,951</u>	<u>\$ 20,598,850</u>	<u>\$ 75,037,801</u>

See accompanying Notes to Basic Financial Statements.

CITY OF MCFARLAND
GOVERNMENT-WIDE – STATEMENTS OF ACTIVITIES
JUNE 30, 2024

Functions/Programs	Expenses	Program Revenues			Net Revenues (Expenses) and Changes in Net Position		
		Fees, Fines, and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business- Type Activities	Total
Primary Government:							
Governmental Activities:							
General Government	\$ 2,302,852	\$ 1,454,710	\$ (50,500)	\$ 4,988,783	\$ 4,090,141	\$ -	\$ 4,090,141
Public Safety	4,863,494	869,438	377,416	223,262	(3,393,378)	-	(3,393,378)
Public Works	1,866,052	25,109	596,838	2,451,111	1,207,006	-	1,207,006
Community Development	720,994	1,588,520	1,253,739	-	2,121,265	-	2,121,265
Interest on Long-Term Debt	162,977	-	-	-	(162,977)	-	(162,977)
Total Governmental Activities	9,916,369	3,937,777	2,177,493	7,663,156	3,862,057	-	3,862,057
Business-Type Activities:							
Sewer	2,222,080	2,225,480	-	-	-	3,400	3,400
Refuse	1,584,828	1,556,669	-	-	-	(28,159)	(28,159)
Water	3,347,323	2,608,502	-	-	-	(738,821)	(738,821)
Public Transportation	140,842	-	69,411	-	-	(71,431)	(71,431)
Total Business-Type Activities	7,295,073	6,390,651	69,411	-	-	(835,011)	(835,011)
Total Primary Government	<u>\$ 17,211,442</u>	<u>\$ 10,328,428</u>	<u>\$ 2,246,904</u>	<u>\$ 7,663,156</u>	3,862,057	(835,011)	3,027,046
GENERAL REVENUES AND TRANSFERS							
General Revenues:							
Taxes:							
Property Taxes					955,568	-	955,568
Sales and Use Taxes					1,516,934	-	1,516,934
Franchise Taxes					234,627	-	234,627
Intergovernmental, Unrestricted:							
Motor Vehicle In-Lieu Tax					1,689,611	-	1,689,611
Interest and Investment Earnings					456,076	242,790	698,866
Lease Revenue					-	46,175	46,175
Miscellaneous					350,275	-	350,275
Transfers					511,383	(511,383)	-
Total General Revenues and Transfers					<u>5,714,474</u>	<u>(222,418)</u>	<u>5,492,056</u>
CHANGE IN NET POSITION					9,576,531	(1,057,429)	8,519,102
Net Position - Beginning, as Originally Reported					44,811,920	21,656,279	66,468,199
Adjustment - Correction of an Error					<u>50,500</u>	<u>-</u>	<u>50,500</u>
Net Position - Beginning, as Adjusted					44,862,420	21,656,279	66,518,699
NET POSITION - END OF YEAR					<u>\$ 54,438,951</u>	<u>\$ 20,598,850</u>	<u>\$ 75,037,801</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF MCFARLAND
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	TDA-LTF	Gas Tax	CalHOME	Development Impact	Miscellaneous Grants	McFarland Improvement Authority	Other Governmental Funds	Total
ASSETS									
Cash and Investments	\$ 7,531,210	\$ 72,769	\$ 243,746	\$ 266,449	\$ 2,065,323	\$ 298,249	\$ 526,669	\$ 1,190,794	\$ 12,195,209
Cash with Fiscal Agent - Restricted	-	-	-	-	-	-	3,928,049	-	3,928,049
Receivables:									
Accounts	240,955	-	32,284	-	-	-	-	3,383	276,622
Intergovernmental	2,580,466	738,995	-	199,500	-	56,344	-	7,791	3,583,096
Taxes	226,538	-	-	-	-	-	-	29,513	256,051
Prepaid Items	47,706	-	-	-	-	-	-	3,485	51,191
Due from Other Funds	1,213,430	-	-	-	1,209,542	-	-	-	2,422,972
Loans Receivable	-	-	-	3,123,807	-	-	-	709,906	3,833,713
Total Assets	<u>\$ 11,840,305</u>	<u>\$ 811,764</u>	<u>\$ 276,030</u>	<u>\$ 3,589,756</u>	<u>\$ 3,274,865</u>	<u>\$ 354,593</u>	<u>\$ 4,454,718</u>	<u>\$ 1,944,872</u>	<u>\$ 26,546,903</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
LIABILITIES									
Accounts Payable	\$ 440,866	\$ -	\$ -	\$ 300,310	\$ -	\$ -	\$ -	\$ 17,901	\$ 759,077
Accrued Liabilities	57,850	-	-	-	-	-	-	1,286	59,136
Deposits Payable	51,167	-	-	-	-	-	-	-	51,167
Due to Other Funds	124,043	722,442	-	-	-	26,908	501,698	997,560	2,372,651
Advances from Other Funds	23,096	-	-	-	-	-	-	-	23,096
Unearned Revenue	5,011,668	-	-	-	-	24,660	-	416	5,036,744
Total Liabilities	<u>5,708,690</u>	<u>722,442</u>	<u>-</u>	<u>300,310</u>	<u>-</u>	<u>51,568</u>	<u>501,698</u>	<u>1,017,163</u>	<u>8,301,871</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable Revenue	641,703	738,996	-	3,124,208	-	-	-	709,906	5,214,813
Total Deferred Inflows of Resources	<u>641,703</u>	<u>738,996</u>	<u>-</u>	<u>3,124,208</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>709,906</u>	<u>5,214,813</u>
FUND BALANCES									
Nonspendable	47,706	-	-	-	-	-	-	3,485	51,191
Restricted	-	-	276,030	165,238	3,274,865	303,025	3,953,020	314,577	8,286,755
Assigned	1,903,968	-	-	-	-	-	-	-	1,903,968
Unassigned	3,538,238	(649,674)	-	-	-	-	-	(100,259)	2,788,305
Total Fund Balances	<u>5,489,912</u>	<u>(649,674)</u>	<u>276,030</u>	<u>165,238</u>	<u>3,274,865</u>	<u>303,025</u>	<u>3,953,020</u>	<u>217,803</u>	<u>13,030,219</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 11,840,305</u>	<u>\$ 811,764</u>	<u>\$ 276,030</u>	<u>\$ 3,589,756</u>	<u>\$ 3,274,865</u>	<u>\$ 354,593</u>	<u>\$ 4,454,718</u>	<u>\$ 1,944,872</u>	<u>\$ 26,546,903</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF MCFARLAND
RECONCILIATION OF GOVERNMENTAL FUNDS
BALANCE SHEET TO GOVERNMENT-WIDE STATEMENT OF NET POSITION
GOVERNMENTAL ACTIVITIES
JUNE 30, 2024**

Fund Balance - Total Governmental Funds	\$ 13,030,219
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds balance sheet.	41,459,441
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Some of the City's revenue is not available to pay for current period expenditures and therefore are not reported in the governmental funds balance sheet.	5,214,813
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Interest on long-term debt is recognized as it accrues, regardless of when it is due.	(53,667)
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Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds.

Bonds Payable (Net of Unamortized Premium)	(4,302,769)
Notes Payable	(794,169)
Lease Payable	(7,505)
SBITA Payable	(15,911)
Compensated Absences	(91,501)
	(5,211,855)

Net Position of Governmental Activities	\$ 54,438,951
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CITY OF MCFARLAND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	General Fund	TDA-LTF	Gas Tax	CalHOME	Development Impact	Miscellaneous Grants	McFarland Improvement Authority	Other Governmental Funds	Total
REVENUES									
Taxes	\$ 3,876,614	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 520,126	\$ 4,396,740
Licenses and Permits	836,253	-	-	-	1,025,606	-	-	-	1,861,859
Fines and Forfeitures	107,384	-	-	-	-	-	-	-	107,384
Use of Money and Property	219,819	-	9,363	-	60,272	-	458,142	5,936	753,532
Intergovernmental Revenues	2,491,087	-	377,992	199,500	-	2,237,093	-	582,133	5,887,805
Charges for Services	1,671,078	-	-	-	-	-	-	-	1,671,078
Contributions	57,995	-	-	-	-	-	-	-	57,995
Other Revenues	292,280	-	-	-	-	-	-	-	292,280
Total Revenues	9,552,510	-	387,355	199,500	1,085,878	2,237,093	458,142	1,108,195	15,028,673
EXPENDITURES									
Current:									
General Government	1,005,849	-	-	-	-	116,279	-	581,055	1,703,183
Public Safety	2,283,362	-	-	300,310	-	2,044,848	-	-	4,628,520
Public Works	91,510	-	648,920	-	-	-	-	211,181	951,611
Community Development	663,106	-	-	-	-	-	-	-	663,106
Debt Service:									
Principal	97,751	-	-	-	-	-	110,000	-	207,751
Interest and Fiscal Charges	13,836	-	-	-	-	-	161,000	-	174,836
Capital Outlay	1,557,903	165,090	27,515	-	10,454	-	-	842,350	2,603,312
Total Expenditures	5,713,317	165,090	676,435	300,310	10,454	2,161,127	271,000	1,634,586	10,932,319
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,839,193	(165,090)	(289,080)	(100,810)	1,075,424	75,966	187,142	(526,391)	4,096,354
OTHER FINANCING SOURES (USES)									
Transfers In	547,621	-	-	-	-	-	-	-	547,621
Transfers Out	-	-	-	-	-	(544)	(9,883)	(25,811)	(36,238)
Total Other Financing Soures (Uses)	547,621	-	-	-	-	(544)	(9,883)	(25,811)	511,383
NET CHANGE IN FUND BALANCES	4,386,814	(165,090)	(289,080)	(100,810)	1,075,424	75,422	177,259	(552,202)	4,607,737
Fund Balance - Beginning, as Originally Reported	1,103,098	(484,584)	565,110	266,048	2,199,441	177,103	3,775,761	770,005	8,371,982
Adjustment- correction of an error	-	-	-	-	-	50,500	-	-	50,500
Fund Balance - Beginning, as Adjusted	1,103,098	(484,584)	565,110	266,048	2,199,441	227,603	3,775,761	770,005	8,422,482
FUND BALANCES - END OF YEAR	<u>\$ 5,489,912</u>	<u>\$ (649,674)</u>	<u>\$ 276,030</u>	<u>\$ 165,238</u>	<u>\$ 3,274,865</u>	<u>\$ 303,025</u>	<u>\$ 3,953,020</u>	<u>\$ 217,803</u>	<u>\$ 13,030,219</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF MCFARLAND
RECONCILIATION OF STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS TO GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
GOVERNMENTAL ACTIVITIES
YEAR ENDED JUNE 30, 2024**

Net Change to Fund Balance - Total Governmental Funds \$ 4,607,737

Amounts reported for governmental activities in the statement of activities
are different because:

Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Expenditures for Capital Outlay	2,603,312
Capital Contributions	4,988,783
Less: Current Year Depreciation	(1,686,778)
Less: Current Year Amortization	(92,273)

Some revenues reported in the statement of activities will not be collected for several months after the City's year end and do not provide current financial resources and therefore are not reported as revenues in the governmental funds. (1,035,939)

Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. Interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. Also, governmental funds report the effect of premiums when debt is first issued; however, the amounts are deferred and amortized in the government-wide financial statements.

Principal Payments for Bonds, Notes, Leases, and SBITAs	207,751
Amortization of Premium	11,859

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds.

Change in Compensated Absences	(27,921)
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Change in Net Position of Governmental Activities	\$ 9,576,531
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CITY OF MCFARLAND
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2024

	Enterprise Funds				Total
	Sewer	Refuse	Water	Nonmajor Public Transportation	
ASSETS					
Current Assets:					
Cash and Investments	\$ 2,083,841	\$ 172,972	\$ 8,276,365	\$ 133,019	\$ 10,666,197
Cash with Fiscal Agent - Restricted	207	-	102	-	309
Receivables:					
Accounts	278,742	332,435	300,532	-	911,709
Intergovernmental	3,979	-	-	-	3,979
Interest	-	-	1,816	-	1,816
Leases	97,008	-	-	-	97,008
Due from Other Funds	4,419	-	1,360	604	6,383
Other Assets	10,207	3,249	12,553	2,233	28,242
Total Current Assets	2,478,403	508,656	8,592,728	135,856	11,715,643
Noncurrent Assets:					
Advances to Other Funds	23,096	-	-	-	23,096
Capital Assets:					
Nondepreciable:					
Land	1,120,000	-	160,063	-	1,280,063
Construction in Progress	-	-	-	87,075	87,075
Depreciable:					
Buildings, Equipment and Infrastructure	15,080,007	309,677	12,543,818	650,896	28,584,398
Accumulated Depreciation	(6,589,570)	(309,463)	(7,249,458)	(547,621)	(14,696,112)
Total Noncurrent Assets	9,633,533	214	5,454,423	190,350	15,278,520
Total Assets	12,111,936	508,870	14,047,151	326,206	26,994,163
LIABILITIES					
Current Liabilities:					
Accounts Payable	126,651	330,564	642,568	13,068	1,112,851
Accrued Liabilities	14,627	5,058	15,297	1,362	36,344
Interest Payable	19,554	-	7,060	-	26,614
Due to Other Funds	-	52,273	-	4,431	56,704
Deposits Payable	-	-	23,089	-	23,089
Unearned Revenue	-	-	-	189,081	189,081
Compensated Absences	1,013	374	3,119	728	5,234
Bonds Payable	142,040	-	69,960	-	212,000
Total Current Liabilities	303,885	388,269	761,093	208,670	1,661,917
Noncurrent Liabilities:					
Bonds Payable	3,092,720	-	1,523,280	-	4,616,000
Compensated Absences	11,321	6,021	7,292	991	25,625
Total Noncurrent Liabilities	3,104,041	6,021	1,530,572	991	4,641,625
Total Liabilities	3,407,926	394,290	2,291,665	209,661	6,303,542
DEFERRED INFLOWS OF RESOURCES					
Deferred Inflows of Resources - Leases	91,771	-	-	-	91,771
Total Deferred Inflows of Resources	91,771	-	-	-	91,771
NET POSITION					
Net Investment in Capital Assets	6,375,677	214	3,861,183	190,350	10,427,424
Restricted for Debt Service	207	-	102	-	309
Unrestricted	2,236,355	114,366	7,894,201	(73,805)	10,171,117
Total Net Position	\$ 8,612,239	\$ 114,580	\$ 11,755,486	\$ 116,545	\$ 20,598,850

See accompanying Notes to Basic Financial Statements.

CITY OF MCFARLAND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Enterprise Funds				Total
	Sewer	Refuse	Water	Nonmajor Public Transportation	
OPERATING REVENUES					
Charges for Services	\$ 2,225,480	\$ 1,462,293	\$ 2,608,502	\$ -	\$ 6,296,275
OPERATING EXPENSES					
Salaries and Employee Benefits	751,789	278,453	791,850	71,349	1,893,441
Services and Supplies	751,913	1,306,089	1,520,665	36,471	3,615,138
Utilities	196,845	-	510,132	-	706,977
Depreciation	391,929	286	471,774	33,022	897,011
Total Operating Expenses	<u>2,092,476</u>	<u>1,584,828</u>	<u>3,294,421</u>	<u>140,842</u>	<u>7,112,567</u>
OPERATING INCOME (LOSS)	133,004	(122,535)	(685,919)	(140,842)	(816,292)
NONOPERATING REVENUES (EXPENSES)					
Grants	-	-	-	69,411	69,411
Lease Revenue	46,175	-	-	-	46,175
Interest Income	45,830	2,711	191,984	2,265	242,790
Interest Expense	(129,604)	-	(52,902)	-	(182,506)
Other Revenues	-	94,376	-	-	94,376
Total Nonoperating Revenues (Expenses)	<u>(37,599)</u>	<u>97,087</u>	<u>139,082</u>	<u>71,676</u>	<u>270,246</u>
INCOME (LOSS) BEFORE TRANSFERS	95,405	(25,448)	(546,837)	(69,166)	(546,046)
TRANSFERS OUT	<u>(179,603)</u>	<u>(65,794)</u>	<u>(251,163)</u>	<u>(14,823)</u>	<u>(511,383)</u>
CHANGE IN NET POSITION	(84,198)	(91,242)	(798,000)	(83,989)	(1,057,429)
Net Position - Beginning of Year	<u>8,696,437</u>	<u>205,822</u>	<u>12,553,486</u>	<u>200,534</u>	<u>21,656,279</u>
NET POSITION - END OF YEAR	<u>\$ 8,612,239</u>	<u>\$ 114,580</u>	<u>\$ 11,755,486</u>	<u>\$ 116,545</u>	<u>\$ 20,598,850</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF MCFARLAND
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024**

	Enterprise Funds				Total
	Sewer	Refuse	Water	Nonmajor Public Transportation	
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from Customers	\$ 2,347,273	\$ 1,507,126	\$ 2,724,976	\$ -	\$ 6,579,375
Payments to Suppliers	(899,596)	(1,089,812)	(1,491,318)	(46,293)	(3,527,019)
Payments to Employees	(748,187)	(275,635)	(788,428)	(72,017)	(1,884,267)
Net Cash Provided (Used) by Operating Activities	699,490	141,679	445,230	(118,310)	1,168,089
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Grant Proceeds	-	-	-	85,721	85,721
Loans from Other Funds	45,769	-	-	-	45,769
Transfers to Other Funds	(179,603)	(65,794)	(251,163)	(14,823)	(511,383)
Nonoperating Receipts	-	94,376	-	-	94,376
Net Cash Provided (Used) by Noncapital Financing Activities	(133,834)	28,582	(251,163)	70,898	(285,517)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Payments Related to the Acquisition of Capital Assets	(16,450)	-	-	(12,112)	(28,562)
Principal Repayments Related to Capital Purposes	(166,160)	-	(81,840)	-	(248,000)
Interest Repayments Related to Capital Purposes	(115,488)	-	(56,882)	-	(172,370)
Net Cash (Used) by Capital and Related Financing Activities	(298,098)	-	(138,722)	(12,112)	(448,932)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Earnings	45,830	2,711	191,984	2,265	242,790
Lease Revenue	46,175	-	-	-	46,175
Net Cash Provided by Investing Activities	92,005	2,711	191,984	2,265	288,965
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	359,563	172,972	247,329	(57,259)	722,605
Cash and Cash Equivalents - Beginning of Year	1,724,485	-	8,029,138	190,278	9,943,901
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 2,084,048</u>	<u>\$ 172,972</u>	<u>\$ 8,276,467</u>	<u>\$ 133,019</u>	<u>\$ 10,666,506</u>
Cash and Investments	\$ 2,083,841	\$ 172,972	\$ 8,276,365	\$ 133,019	\$ 10,666,197
Cash with Fiscal Agent - Restricted	207	-	102	-	309
Cash and Cash Equivalents - per Statement of Net Position	<u>\$ 2,084,048</u>	<u>\$ 172,972</u>	<u>\$ 8,276,467</u>	<u>\$ 133,019</u>	<u>\$ 10,666,506</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF MCFARLAND
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024**

	Enterprise Funds				Total
	Sewer	Refuse	Water	Nonmajor Public Transportation	
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating Income (Loss)	\$ 133,004	\$ (122,535)	\$ (685,919)	\$ (140,842)	\$ (816,292)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:					
Depreciation	391,929	286	471,774	33,022	897,011
(Increase) Decrease in:					
Accounts Receivable	121,935	44,833	114,524	-	281,292
Prepaid Expenses	(10,207)	(3,249)	(7,456)	(2,233)	(23,145)
Lease Receivable	61,781	-	-	-	61,781
Increase (Decrease) in:					
Accounts Payable	59,369	219,526	546,935	(7,589)	818,241
Accrued Liabilities	375	128	2,290	(57)	2,736
Deposits	-	-	1,950	-	1,950
Deferred Inflows - Lease Related	(61,923)	-	-	-	(61,923)
Compensated Absences	3,227	2,690	1,132	(611)	6,438
Net Cash Provided (Used) by Operating Activities	<u>\$ 699,490</u>	<u>\$ 141,679</u>	<u>\$ 445,230</u>	<u>\$ (118,310)</u>	<u>\$ 1,168,089</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF MCFARLAND
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUND
JUNE 30, 2024**

		Private Purpose Trust Fund
		RDA
		Successor
		Agency
ASSETS		
Cash and Investments		\$ 6,665
Total Assets		6,665
NET POSITION		
Restricted for Successor Agency		6,665
Total Net Position		\$ 6,665

See accompanying Notes to Basic Financial Statements.

CITY OF MCFARLAND
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUND
YEAR ENDED JUNE 30, 2024

	Private Purpose Trust Fund
	<u>RDA</u>
	Successor Agency
ADDITIONS	
Property Taxes	\$ -
Total Additions	-
DEDUCTIONS	
Administration	-
Total Deductions	-
CHANGE IN NET POSITION	-
Net Position - Beginning of Year	<u>6,665</u>
NET POSITION - END OF YEAR	<u><u>\$ 6,665</u></u>

See accompanying Notes to Basic Financial Statements.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of McFarland, California (the City) was incorporated on July 18, 1957. The City is a full-service city and operates under a Council – City Administration form of government, providing the following services: general government; public safety; public works; and recreation and development. The City is located in Kern County approximately 25 miles north of Bakersfield, the County government seat.

The City has defined its reporting entity in accordance with accounting principles generally accepted in the United States of America which provide guidance for determining which governmental activities, organizations, and functions should be included in the reporting entity. The Basic Financial Statements present information on the activities of the reporting entity, including all the fund types of the City.

Accounting principles generally accepted in the United States of America require government financial statements to include the primary government and its component units. Component units of a governmental entity are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the combined financial statements to be misleading. The primary government is considered to be financially accountable if it appoints a majority of an organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government.

Reporting for component units on the City's financial statements can be blended or discretely presented. Blended component units are, although legally separate entities, in substance part of the City's operations and, therefore, data from these units are combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the government.

Blended Component Units

Parking Authority – The McFarland Parking Authority of the City of McFarland (the Parking Authority) was formed by the City on April 12, 2012, by Resolution No. 2012-069, under Part 2 of Division 18 of the California Streets and Highways Code, Section 32650. The Parking Authority's legislative body is the City Council as Board of Directors of the Parking Authority. The fundamental aim of the Parking Authority is to purchase property and construct a public parking lot on that property. The Parking Authority did not report any activity during the year. Separate financial statements are not available for the Authority.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

McFarland Improvement Authority – On April 12, 2012, under Resolution No. 2012-070, the Parking Authority and the City entered into a Joint Exercise of Powers Agreement to create the McFarland Improvement Authority (the Improvement Authority). The Improvement Authority's legislative body is the City Council as Commissioners of the Improvement Authority. The fundamental aim of the Improvement Authority is to provide for the financing of capital improvements and working capital. The Improvement Authority issued bonds for the purpose of funding capital improvements. Separate financial statements are not available for the Authority.

McFarland Public Financing Corporation – On July 31, 2001, the City and the Successor Agency to the Former McFarland Redevelopment Agency entered into a Joint Exercise of Powers Agreement establishing the McFarland Public Financing Corporation (the Corporation) for the purpose of issuing its bonds to be used to provide financial assistance to the City, the Agency or any other public entity of the state of California. The City Council of McFarland is the governing body for the Corporation. The McFarland Public Financing Corporation did not report any activity during the year. Separate financial statements are not available for the Corporation.

Discretely Presented Component Units

There are no component units of the City which meet the criteria for discrete presentation.

B. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information on all of the nonfiduciary activities of the City and its blended component units. These statements include the financial activities of the overall government, except fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. Interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the governmental and business-type activities of the City. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

Government-Wide Financial Statements (Continued)

The statement of activities presents a comparison between direct expenses and program revenues for each different identifiable activity of the City's business-type activities and each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and; therefore, are clearly identifiable to a particular function. Certain indirect costs, which cannot be identified and broken down are included in the program expense reported for individual functions and activities. Program revenues include 1) charges paid by the recipients of goods and services offered by the program, 2) operating grants and contributions, and 3) capital grants and contributions. Taxes and other items not properly included among program revenues are presented instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis is placed on major funds within the governmental and proprietary categories, each is displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds.

The City reports the following major governmental funds:

- The *General Fund* is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the City that are not accounted for through other funds. For the City, the General fund includes such activities as general government, public safety, public works, and recreation and development.
- The *TDA-LTF Fund* is used to account for the City's share of the Transportation Development Allocation which is legally restricted for specific purposes, primarily street construction and maintenance and related street expenditures. This fund also accounts for other state and federal grant revenues related to street maintenance or construction.
- The *Gas Tax Fund* is used to account for highway users tax allocated by the state of California.
- The *CalHOME Fund* is used to account for a CalHOME Homeownership Project Development Program award.
- The *Development Impact Fund* is used to account for impact fees.
- The *Miscellaneous Grants Fund* is used to account for grants not frequently awarded to the City.
- The *McFarland Improvement Authority Fund* is reported as debt service fund and is used to account for the activities of the McFarland Improvement Authority, including debt repayment.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

Fund Financial Statements (Continued)

The City reports the following major proprietary funds:

- The *Sewer Fund* is used to account for the provisions of sewer service to the residents of the City. All activities necessary to provide such service are accounted for in this fund.
- The *Refuse Fund* is used to account for the collection and disposal of refuse within the City. All activities necessary to provide such service are accounted for in this fund.
- The *Water Fund* is used to account for the provisions of water service to residents of the City. All activities necessary to provide such service are accounted for in this fund.

The City reports the following additional fund type:

- The *RDA Successor Agency Private Purpose Trust Fund* is a fiduciary fund used to account for monies received from the Kern County Auditor Controller for the repayment of the enforceable obligations of the former McFarland Redevelopment Agency. These funds are restricted for the sole purpose of payment on items on an approved Recognized Payment Obligation Schedule.

C. Basis of Accounting and Measurement Focus

The government-wide, proprietary and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales tax, grants, entitlements, and donations. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Basis of Accounting and Measurement Focus (Continued)

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Property and sales taxes, interest and charges for services are considered susceptible to accrual and are accrued when their receipt occurs within 60 days after the end of the fiscal year. Certain state and federal grants are considered susceptible to accrual and are accrued when their receipt occurs within 180 days after the end of the fiscal year. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in the various functions of the governmental funds. Proceeds of governmental long-term debt and acquisitions under leases are reported as other financing sources.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

D. Cash and Investments

The City pools cash resources from all funds in order to facilitate the management of cash. The balance in the pooled cash account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms.

Certain disclosure requirements for deposits and investment risks were made in the following areas: Interest Rate Risk, Credit Risk, Custodial Credit Risk, and Concentrations of Credit Risk.

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end, and other disclosures.

Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Interest earned on investments is allocated using the Local Agency Fund (LAIF) factor to selected funds by the City.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Cash and Investments (Continued)

The City participates in an investment pool LAIF, which has invested a portion of the pooled funds in Structured Notes and Asset-Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the state of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to changes in interest rates.

Cash equivalents are considered amounts in demand deposits and short-term investments with a maturity date within three months of the date acquired by the City and are presented as "Cash and Investments" in the accompanying basic financial statements.

E. Receivables

Receivables for governmental activities consist mainly of accounts, intergovernmental, and interest. Receivables for business-type activities consist mainly of user fees, intergovernmental, and interest earnings. Management believes its receivables are fully collectible and, accordingly, no allowance for doubtful accounts is required.

F. Other Assets

Prepaid Items

Payments made for services that will benefit future accounting periods are recorded as prepaid costs in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased. Prepaid costs do not reflect current appropriable resources and thus, an equivalent portion of fund balance is reported as nonspendable.

G. Loans Receivable

Loans receivable represent low interest notes and related accrued interest to finance multi-family and single family construction and rehabilitation projects, homebuyer assistance for low income families, as well as business start-up costs. Loan terms are 15 to 55 years with an interest rate at 0% to 5%. The primary source of funding for these loans comes from grants from the Community Development Block Grant (CDBG) program and Home Investment Partnerships (HOME) program. The CDBG and HOME grants contain monitoring requirements to ensure grant compliance. These requirements are reflected in the loan agreements.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Capital Assets

Capital and Right-to-Use assets, which include property, plant, equipment and infrastructure assets (e.g., roads, traffic signals, drainage systems and similar items), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital and Right-to-Use assets are defined by the City as assets with an initial cost of more than \$1,000 (\$25,000 for infrastructure) and an estimated life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Land and construction in progress are not depreciated. Capital assets used in operations are depreciated or amortized using the straight line method over the assets estimated useful life in the government-wide financial statements. Right-to-use lease assets are amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The range of estimated useful lives by type of asset is as follows:

<u>Depreciable/Amortizable Asset</u>	<u>Estimated Lives</u>
Buildings	15 to 40 Years
Improvements Other Than Buildings	15 to 40 Years
Machinery and Equipment	5 to 20 Years
Infrastructure	20 to 50 Years

I. Leases

Leases are defined by the general government as the right-to-use an underlying asset. As lessee, the City recognizes a lease liability and an intangible right-of-use lease asset at the beginning of a lease unless the lease is considered a short-term lease or transfers ownership of the underlying asset. Right-of-use lease assets are measured based on the net present value of the future lease payments at inception, using the weighted average cost of capital, which approximate the incremental borrowing rate. Remeasurement of a lease liability occurs when there is a change in the lease term and/or other changes that are likely to have a significant impact on the lease liability. The City calculates the amortization of the discount on the lease liability and reports that amount as outflows of resources. Payments are allocated first to accrued interest liability and then to the lease liability. Variable lease payments based on the usage of the underlying assets are not included in the lease liability calculations but are recognized as outflows of resources in the period in which the obligation was incurred.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Leases (Continued)

As lessor, the City recognizes a lease receivable. The lease receivable is measured using the net present value of future lease payments to be received for the lease term and deferred inflow of receivables at the beginning of the lease term. Periodic amortization of the discount on the receivable are reported as interest revenue for that period. Deferred inflows of resources are recognized as inflows on a straight-line basis over the term of the lease. This recognition does not apply to short-term leases, contracts that transfer ownership, leases of assets that are investments, or certain regulated leases. Any initial direct costs are reported as an outflow of resources for that period. Re-measurement of lease receivables occur when there are modifications, including but not limited to changes in the contract price, lease term, and adding or removing an underlying asset to the lease agreements. In the case of a partial or full lease termination, the carrying value of the lease receivable and the related deferred inflow of resources will be reduced and will include a gain or loss for the difference.

J. Property Tax

Secured property taxes are levied during September of each year for the fiscal year beginning with the preceding July 1 and ending the following June 30. They become a lien on real property on January 1 preceding the fiscal year for which taxes are levied. The Kern County Assessor establishes the value of the property on January 1. Taxes are payable in two installments on November 1 and February 1, and are delinquent if not paid by December 10 and April 10, respectively. In 1978, a state constitutional amendment (Proposition 13) provided that the tax rate be limited to 1% of market value, levied only by the County and shared with all other jurisdictions. Such limitation on the rate may only be increased through voter approval. The County collects property taxes and distributes them to taxing jurisdictions on the basis of the taxing jurisdiction's assessed valuations and on the tax rate for voter-approved debt.

K. Interfund Transactions

Interfund transactions are reflected as either loans, services provided or used, reimbursements or transfers.

Loans reported as receivables and payables are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans) as appropriate and are subject to elimination upon consolidation. Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances." Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not in spendable form.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Interfund Transactions (Continued)

Services provided or used, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. These services provide information on the net cost of each government function and therefore are not eliminated in the process of preparing the government-wide statement of activities.

Reimbursements occur when the funds responsible for particular expenditures or expenses repay the funds that initially paid for them. Such reimbursements are reflected as expenditures or expenses in the reimbursing fund and reductions to expenditures or expenses in the reimbursed fund.

All other interfund transactions are treated as transfers. Transfers between funds are netted as part of the reconciliation to the government-wide presentation.

L. Unearned Revenue

Under the accrual and modified accrual basis of accounting, revenue may be recognized only when it is earned. When assets are recognized in connection with a transaction before the earnings process is complete, those assets are offset by a corresponding liability for unearned revenue.

M. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits up to certain limits. For governmental funds, compensated absences are recorded as current and noncurrent liabilities only on the government-wide financial statements. For proprietary funds, current and noncurrent liabilities for compensated absences are recorded in both the government wide financial statements and the fund financial statements. There is no liability for unpaid sick leave since the City does not pay such amounts when employees separate from service with the City.

N. Long-Term Obligations

In the government-wide financial statements and in the proprietary fund financial statements, bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when bonds are issued.

In governmental fund financial statements, bond premiums and discounts, as well as debt issuance costs are recognized in the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are also reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds, are reported as debt service expenditures.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Net Position

The government-wide and business-type activities fund financial statements utilize a net position presentation. Net position is categorized as follows:

Net Investment In Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.

Restricted Net Position – This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This category represents net position of the City, not restricted for any project or other purpose or included in net investment in capital assets.

When both restricted and unrestricted net position are available for use, it is the City's policy to use restricted net position first, and then unrestricted net position as they are needed.

P. Fund Balance

Fund balances of the governmental funds are presented in the financial statements based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. Fund balances are classified as follows:

Nonspendable – Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.

Restricted – Amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.

Committed – Amounts that are obligated to a specific purpose which are internally imposed by the government through formal action (Ordinances and Resolutions) at the highest level of decision making authority (City Council). These commitments can only be overturned by a like action.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Fund Balance (Continued)

Assigned – Amounts that are intended to be used for specific purposes that are considered neither restricted nor committed. Undesignated excess Fund Balances may be assigned by the City Council, City Manager, or Finance Director for specific purposes through the budget process or agenda items. The assigned designation may be reversed by the City Council at any public meeting.

Unassigned – Residual positive fund balances within the General Fund, which have not been classified within the other above mentioned categories. Unassigned Fund Balances may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When expenditures are incurred for purposes for which all restricted, committed, assigned, and unassigned fund balances are available, the City's policy is to apply in the following order, except for instances wherein an ordinance specifies the fund balance to be charged: Restricted, Committed, Assigned, and Unassigned.

The City does not have a formal minimum fund balance requirement.

Q. Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 2 CASH AND INVESTMENTS

The City maintains a cash and investment pool for all funds. Certain restricted funds, which are held and invested by independent outside custodians through contractual agreements are not pooled.

Statement of Net Position:

Cash and Investments	\$ 22,861,406
Cash with Fiscal Agents	3,928,358

Statement of Fiduciary Net Position:

Cash and Investments	6,665
Total	<u>\$ 26,796,429</u>

Cash and investments as of June 30, 2024, consist of the following:

Deposits with Financial Institutions	\$ 6,182,501
Cash on Hand	3,000
Investments	20,610,928
Total	<u>\$ 26,796,429</u>

Deposits

At year-end, the carrying amount of the City's cash deposits (including amounts in checking accounts and money market accounts) was \$6,185,497 and the bank balance was \$6,545,036. The difference between the bank balance and the carrying amount represents outstanding warrants and wire transfers and deposits in transit.

Custodial Credit Risk

In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City has no deposit policy for custodial credit risk.

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure public agency deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. As of June 30, 2024, all of the City's deposits with financial institutions in excess of federal depository insurance limits were held in fully collateralized accounts, as permitted by the California Government Code.

Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an Agent of Depository has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository is considered to be held for, and in the name of, the local governmental agency.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Investments

The City had the following investments at June 30, 2024:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Maturity Date</u>
State Treasurer's Investment Pool (LAIF)	\$ 20,610,928	N/A
Total Investments	<u>\$ 20,610,928</u>	

Interest Rate Risk

The City's exposure to interest rate risk is identified by the above weighted average maturities. The City has no investment policy for interest rate risk.

Credit Rating Risk

The City is required to disclose the credit quality ratings of investments in debt securities as issued by nationally recognized statistical rating organizations. At June 30, 2024, the Credit rating for investment in LAIF was not rated. The City has no investment policy for credit risk.

Concentration of Credit Risk

The City is required to disclose any investment in any one issuer that represents 5% or more of total investments. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this requirement. As such, the City has no concentration of credit risk that exceeds 5%. The City has no investment policy for concentration of credit risk.

Custodial Credit Risk

For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF). The City has no investment policy for custodial credit risk.

**CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Custodial Credit Risk (Continued)

The table below identifies the investment types that are authorized for the City of McFarland by the California Government Code. The table also identifies certain provisions of the California Government Code that addresses investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Minimum Quality Requirements</u>
Local Agency Bonds	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
State Obligations	5 Years	None	None
CA Local Agency Obligations	5 Years	None	None
U.S. Agency Obligations	5 Years	None	None
Bankers Acceptance	180 Days	40%	None
Commercial Paper - Select Agencies	270 Days	25	A-1
Commercial Paper - Other Agencies	270 Days	40	A-1
Negotiable Certificates of Deposit	5 Years	30	None
CD Placement Service	5 Years	30	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20	None
Medium-Term Notes	5 Years	30	A
Mutual and Money Market Funds	N/A	20	Multiple
Collateralized Bank Deposits	5 Years	None	None
Mortgage Pass-Through Securities	5 Years	20	AA
Bank/Time Deposits	5 Years	None	None
County Pooled Investment Funds	N/A	None	None
Joint Powers Authority Pool	N/A	None	Multiple
Local Agency Investment Fund (LAIF)	N/A	None	None

Fair Value of Investments

The City measures and records its investments using fair value measurement guidelines established by accounting principles generally accepted in the United States of America. These guidelines recognize a three-tiered fair value hierarchy, as follows:

Level 1 – Quoted prices for identical investments in active markets;

Level 2 – Observable inputs other than quoted market prices; and

Level 3 – Unobservable inputs.

**CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Fair Value of Investments (Continued)

The City's position in external investment pools is, in itself, regarded as a type of investment and looking through to the underlying investments of the pool is not appropriate. Therefore, the City's investment in external investment pools is not recognized in the three-tiered fair value hierarchy described above.

Investment in External Investment Pools

The City maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company, but is required to invest according to California State Code. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute. At June 30, 2024, the City's investment in LAIF valued at amortized cost was \$20,610,928 and is the same as the value of the pool shares. There are no restrictions on withdrawal of funds. The total amount invested by all public agencies in LAIF on that day was \$178 billion. Of that amount, 97.00% is invested in nonderivative financial products and 3.00% in structured notes and asset-backed securities.

Restricted Cash and Investments with Fiscal Agents

Cash and investments at June 30, 2024, that are restricted by legal or contractual requirements are comprised of the following:

Governmental-Type Activities:

McFarland Improvement Authority:

Reserves for Capital Projects	\$ 3,632,242
Debt Service Reserves	<u>295,807</u>
Total McFarland Improvement Authority:	3,928,049

Business-Type Activities:

Sewer Fund:

Debt Service Reserves	207
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Water Fund:

Debt Service Reserves	102
Total	<u>309</u>

Total Restricted Cash and Investments	<u><u>\$ 3,928,358</u></u>
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CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 3 CAPITAL ASSETS

Capital and right-to-use assets activity for the year ended June 30, 2024, was as follows:

	Balance July 1, 2023	Additions	Retirements	Transfers/ Adjustments	Balance June 30, 2024
Governmental-Type Activities:					
Capital Assets, Not Being Depreciated:					
Land	\$ 993,176	\$ 5,435,376	\$ -	\$ -	\$ 6,428,552
Construction In Progress	4,396,966	1,471,335	-	(4,357,607)	1,510,694
Total Capital Assets, Not Being Depreciated	5,390,142	6,906,711	-	(4,357,607)	7,939,246
Capital Assets, Being Depreciated:					
Infrastructure	37,426,975	109,297	-	4,357,607	41,893,879
Machinery and Equipment	2,253,696	234,746	-	-	2,488,442
Vehicles	2,787,788	341,341	-	-	3,129,129
Total Capital Assets, Being Depreciated	42,468,459	685,384	-	4,357,607	47,511,450
Less Accumulated Depreciation for:					
Infrastructure	(9,694,718)	(1,280,095)	-	-	(10,974,813)
Machinery and Equipment	(1,574,915)	(185,613)	-	-	(1,760,528)
Vehicles	(1,092,358)	(221,070)	-	-	(1,313,428)
Total Accumulated Depreciation	(12,361,991)	(1,686,778)	-	-	(14,048,769)
Total Capital Assets, Being Depreciated, Net	30,106,468	(1,001,394)	-	4,357,607	33,462,681
Right-to-Use Assets, Being Amortized:					
Machinery and Equipment	312,565	-	(163,392)	-	149,173
SBITAs	40,264	-	-	-	40,264
Total Right-to-Use Assets, Being Amortized	352,829	-	(163,392)	-	189,437
Less Accumulated Amortization for:					
Machinery and Equipment	(197,959)	(79,785)	163,392	-	(114,352)
SBITAs	(5,083)	(12,488)	-	-	(17,571)
Total Accumulated Amortization	(203,042)	(92,273)	163,392	-	(131,923)
Total Right-to-Use Assets, Being Amortized, Net	149,787	(92,273)	-	-	57,514
Governmental-Type Activities Capital Assets, Net	<u>\$ 35,646,397</u>	<u>\$ 5,813,044</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,459,441</u>
Business-Type Activities:					
Capital Assets, Not Being Depreciated:					
Land	\$ 1,280,063	\$ -	\$ -	\$ -	\$ 1,280,063
Construction In Progress	74,963	12,112	-	-	87,075
Total Capital Assets, Not Being Depreciated	1,355,026	12,112	-	-	1,367,138
Capital Assets, Being Depreciated:					
Infrastructure	6,836,223	-	-	-	6,836,223
Buildings and Improvements	8,579,010	-	-	-	8,579,010
Machinery and Other	12,092,260	16,450	-	-	12,108,710
Vehicles	1,060,455	-	-	-	1,060,455
Total Capital Assets, Being Depreciated	28,567,948	16,450	-	-	28,584,398
Less Accumulated Depreciation for:					
Infrastructure	(894,155)	(170,905)	-	-	(1,065,060)
Buildings and Improvements	(3,592,946)	(410,167)	-	-	(4,003,113)
Machinery and Other	(8,409,086)	(287,515)	-	-	(8,696,601)
Vehicles	(902,914)	(28,424)	-	-	(931,338)
Total Accumulated Depreciation	(13,799,101)	(897,011)	-	-	(14,696,112)
Total Capital Assets, Being Depreciated, Net	14,768,847	(880,561)	-	-	13,888,286
Business-Type Activities Capital Assets, Net	<u>\$ 16,123,873</u>	<u>\$ (868,449)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,255,424</u>

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 3 CAPITAL ASSETS (CONTINUED)

Depreciation

Depreciation expense was charged to governmental functions as follows at June 30, 2024:

General Government	\$ 479,475
Public Safety	234,974
Public Works	914,441
Community Development	<u>57,888</u>
Total Depreciation Expense - Governmental Functions	<u><u>\$ 1,686,778</u></u>

Depreciation expense was charged to business-type functions as follows at June 30, 2024:

Solid Waste	\$ 391,929
Refuse	286
Water	471,774
Public Transit	<u>33,022</u>
Total Depreciation Expense - Business-Type Functions	<u><u>\$ 897,011</u></u>

Amortization

Amortization expense was charged to governmental functions as follows at June 30, 2024:

General Government	<u>\$ 92,273</u>
Total Amortization Expense - Governmental Functions	<u><u>\$ 92,273</u></u>

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 4 INTERFUND TRANSACTIONS

Due to/from Other Funds

During the course of operations, transactions occur between funds to account for goods received or services rendered. These receivables and payables are classified as due from or due to other funds. In addition, when funds overdraw their share of pooled cash, the receivables and payables are also classified as due from or due to other funds. The following are due from and due to balances as of June 30, 2024:

	Due from Other Funds	Due to Other Funds
General Fund	\$ 1,213,430	\$ 124,043
McFarland Improvement Authority	-	501,698
TDA - LTF	-	722,442
Development Impact	1,209,542	-
Miscellaneous Grants	-	26,908
Sewer	4,419	-
Refuse	-	52,273
Water	1,360	-
Nonmajor Governmental Funds	-	997,560
Nonmajor Enterprise Fund	604	4,431
Total	<u>\$ 2,429,355</u>	<u>\$ 2,429,355</u>

Advances from/to Other Funds

The amount payable to the Sewer Fund relate to a loan for capital projects, including park facilities and other public infrastructure and facilities. The loan is scheduled to be repaid in 2025:

	Advances to Other Funds	Advances from Other Funds
General Fund	\$ -	\$ 23,096
Sewer	23,096	-
Total	<u>\$ 23,096</u>	<u>\$ 23,096</u>

**CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 4 INTERFUND TRANSACTIONS (CONTINUED)

Transfers

Transfers are indicative of funding for capital projects, and lease payments or debt service. The following are the interfund transfer balances for the year ended June 30, 2024:

	<u>Transfer In</u>	<u>Transfer Out</u>
General Fund	\$ 547,621	\$ -
McFarland Improvement Authority	-	9,883
Miscellaneous Grants	-	544
Sewer	-	179,603
Refuse	-	65,794
Water	-	251,163
Nonmajor Governmental Funds	-	25,811
Nonmajor Enterprise Fund	-	14,823
Total	<u>\$ 547,621</u>	<u>\$ 547,621</u>

During the year, the City transferred monies to the general fund for shared costs allocated across each of the City's funds.

NOTE 5 UNEARNED/UNAVAILABLE REVENUE

Unearned revenue consists of moneys received where the City has not yet incurred the qualifying expenditures.

Deferred inflows of resources represents an acquisition of net position or fund balance that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City has transactions that qualify for reporting under this category: unavailable revenue. Unavailable revenue is only reported in the governmental funds balance sheet under the modified accrual basis of accounting.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 5 NOTE 5 UNEARNED/UNAVAILABLE REVENUE (CONTINUED)

At June 30, 2024, components of unearned and unavailable revenues were as follows:

	Unearned Revenue	Unavailable Revenue	Total
General Fund:			
Grant Revenue	\$ 5,011,668	\$ 641,703	\$ 5,653,371
TDA:			
Grant Revenue	-	738,996	738,996
CalHOME:			
Grant Revenue and Loans	-	3,124,208	3,124,208
Miscellaneous Grants:			
Grant Revenue and Loans	24,660	-	24,660
Nonmajor Governmental Funds:			
Grant Revenue and Loans	416	709,906	710,322
Total Governmental-Type Activities	<u>\$ 5,036,744</u>	<u>\$ 5,214,813</u>	<u>\$ 10,251,557</u>
Public Transportation:			
Grant Revenue	\$ 189,081		
Total Business-Type Activities	<u>\$ 189,081</u>		

NOTE 6 LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended June 30, 2024:

Type of Indebtedness	Balance July 1, 2023	Additions	Retirements	Adjustments	Balance June 30, 2024	Amounts Due Within One Year
Governmental-Type Activities:						
Direct Placement						
Revenue Bonds	\$ 4,140,000	\$ -	\$ (110,000)	\$ -	\$ 4,030,000	\$ 115,000
Unamortized Premiums on Bonds	284,628	-	(11,859)	-	272,769	-
Direct Borrowing						
Notes Payable	814,376	-	(20,207)	-	794,169	20,264
Other Liabilities						
Leases	75,002	-	(67,497)	-	7,505	5,166
SBITAs	25,958	-	(10,047)	-	15,911	5,296
Compensated Absences	63,580	44,586	(16,665)	-	91,501	27,921
Total Governmental-Type Activities	<u>\$ 5,403,544</u>	<u>\$ 44,586</u>	<u>\$ (236,275)</u>	<u>\$ -</u>	<u>\$ 5,211,855</u>	<u>\$ 173,647</u>
Business-Type Activities:						
Direct Placement						
Revenue Bonds	\$ 5,076,000	\$ -	\$ (248,000)	\$ -	\$ 4,828,000	\$ 212,000
Other Liabilities						
Compensated Absences	24,421	11,672	(5,234)	-	30,859	5,234
Total Business-Type Activities	<u>\$ 5,100,421</u>	<u>\$ 11,672</u>	<u>\$ (253,234)</u>	<u>\$ -</u>	<u>\$ 4,858,859</u>	<u>\$ 217,234</u>

Compensated absences for the governmental activities are generally liquidated by the fund where the accrued liability occurred.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 6 LONG-TERM LIABILITIES (CONTINUED)

Individual issues of debt payable outstanding at June 30, 2024, are as follows:

Governmental-Type Activities:

Revenue Bonds:

Series 2017 Lease Revenue Bonds dated December 1, 2017, in the original amount of \$4,450,000 at 3% to 4% interest; principal and interest payable each March 1 and September 1 until September 2, 2047, maturity.

Bonds issued by the McFarland Improvement Authority. Secured by a pledge of lease revenues.

4,030,000

Total Revenue Bonds 4,030,000

Notes Payable:

Note payable to the United States Department of Agriculture in the amount of \$844,700; principal and interest at 3.375% due each October 1 through 2058.

794,169

Total Notes Payable 794,169

Total Governmental-Type Activities \$ 4,824,169

Business-Type Activities:

Revenue Bonds:

Revenue Bonds dated June 15, 2023, in the original amount of \$5,076,000 at 4.410% interest; payable semi-annually commencing October 1, 2023. Principal is due annually commencing October 1, 2023, with final payment due October 1, 2039. Secured by a pledge of water and wastewater net revenues.

\$ 4,828,000

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 6 LONG-TERM LIABILITIES (CONTINUED)

The following are schedules of debt service requirements as of June 30, 2024:

Year Ending June 30,	Governmental-Type Activities			
	Revenue Bonds		Note Payable	
	Principal	Interest	Principal	Interest
2025	\$ 115,000	\$ 157,700	\$ 20,264	\$ 2,093
2026	115,000	154,250	20,321	2,036
2027	120,000	150,800	20,378	1,979
2028	125,000	147,200	20,436	1,922
2029	130,000	142,200	20,493	1,864
2030 - 2034	725,000	629,000	103,333	8,453
2035 - 2039	880,000	472,600	104,794	6,992
2040 - 2044	1,070,000	281,400	106,276	5,510
2045 - 2049	750,000	60,800	107,779	4,007
2050 - 2054	-	-	109,304	2,483
2055 - 2058	-	-	88,555	937
2059	-	-	72,236	-
Total	<u>\$ 4,030,000</u>	<u>\$ 2,195,950</u>	<u>\$ 794,169</u>	<u>\$ 38,276</u>

Year Ending June 30,	Business-Type Activities	
	Revenue Bonds	
	Principal	Interest
2025	\$ 212,000	\$ 208,240
2026	222,000	198,670
2027	232,000	188,660
2028	242,000	178,208
2029	253,000	167,293
2030 - 2034	1,449,000	654,422
2035 - 2039	1,806,000	297,014
2040	412,000	9,085
Total	<u>\$ 4,828,000</u>	<u>\$ 1,901,592</u>

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 6 LONG-TERM LIABILITIES (CONTINUED)

Pledged Revenues

The City has pledged future water and wastewater utility revenue to repay revenue bonds issued in 2010. The various bonds were issued for the purchase of construction of various water or wastewater infrastructure. At June 30, 2024, \$4,828,000 remains outstanding to be repaid by future water and wastewater revenues. If such revenues prove insufficient, the remainder will be repaid as a general obligation of the City. For the fiscal year ended June 30, 2024, the net revenue available for service of this debt was \$594,777. The debt principal and interest paid in fiscal year 2023-2024 equals \$420,369 (70.68% of available pledged net revenues).

NOTE 7 LEASES

Leases Payable

The City leases equipment as well as certain operating and office facilities for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2027 with interest rates ranging from 7.3918 to 14.4717%.

Total future minimum lease payments under lease agreements are as follows:

<u>Year Ending June 30,</u>	<u>Governmental-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 5,166	\$ 533
2026	1,832	168
2027	507	18
Total Minimum Lease Payments	<u>\$ 7,505</u>	<u>\$ 719</u>

Right-to-use assets acquired through outstanding leases are shown below, by underlying asset class.

	<u>Governmental-Type Activities</u>
Equipment	\$ 149,173
Less: Accumulated Amortization	(114,352)
Total	<u>\$ 34,821</u>

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 7 LEASES (CONTINUED)

Leases Receivable

The City, acting as a lessor, leases various assets under long-term, noncancelable lease agreements with no interest. The leases expire at various dates through 2026. During the year ended June 30, 2024, the City recognized \$14,362 for governmental activities and \$61,923 for business type activities in lease revenue, pursuant to these contracts. Total minimum lease payments to be received under lease agreements are as follows:

<u>Year Ending June 30,</u>	<u>Business-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 64,252	\$ -
2026	32,756	-
Total Minimum Lease Payments	<u>\$ 97,008</u>	<u>\$ -</u>

NOTE 8 SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The City has entered into various long-term, non-cancellable subscription-based information technology agreements. Total future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Governmental-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 5,296	\$ 444
2026	5,264	296
2027	5,351	150
Total Minimum Lease Payments	<u>\$ 15,911</u>	<u>\$ 890</u>

Right-to-use assets acquired through outstanding agreements are shown below, by underlying asset class.

	<u>Governmental-Type Activities</u>
Equipment	\$ 40,264
Less: Accumulated Amortization	(17,571)
Total	<u>\$ 22,693</u>

NOTE 9 FUND BALANCES

As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 9 FUND BALANCES (CONTINUED)

The fund balances for all major and nonmajor governmental funds as of June 30, 2024, were distributed as follows:

	General	TDA-LTF	Gas Tax	CalHOME	Development Impact	Miscellaneous Grants	McFarland Improvement Authority	Other Governmental Funds	Total
Nonspendable:									
Prepays	\$ 47,706	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,485	\$ 51,191
Subtotal	47,706	-	-	-	-	-	-	3,485	51,191
Restricted for:									
Streets and									
Transportation	-	-	276,030	-	-	-	-	314,577	590,607
Impact Fees	-	-	-	-	3,274,865	-	-	-	3,274,865
CalHOME	-	-	-	165,238	-	-	-	-	165,238
Grants	-	-	-	-	-	303,025	-	-	303,025
Debt Service	-	-	-	-	-	-	284,559	-	284,559
Capital Projects	-	-	-	-	-	-	3,668,461	-	3,668,461
Subtotal	-	-	276,030	165,238	3,274,865	303,025	3,953,020	314,577	8,286,755
Assigned to:									
CUP Fees for									
Capital Projects	1,903,968	-	-	-	-	-	-	-	1,903,968
Subtotal	1,903,968	-	-	-	-	-	-	-	1,903,968
Unassigned	3,538,238	(649,674)	-	-	-	-	-	(100,259)	2,788,305
Total	<u>\$ 5,489,912</u>	<u>\$ (649,674)</u>	<u>\$ 276,030</u>	<u>\$ 165,238</u>	<u>\$ 3,274,865</u>	<u>\$ 303,025</u>	<u>\$ 3,953,020</u>	<u>\$ 217,803</u>	<u>\$ 13,030,219</u>

NOTE 10 RETIREMENT PLAN

General Information About the Pension Plan

Plan Description

The City's defined contribution plan provides for retirement benefits to plan members and beneficiaries. The plan is administrated by John Hancock Life Insurance Company.

Funding Policy

The City contributes 10% of permanent employees' salaries who have at least three years of service. Vesting is at 33% per year over three years. In the event an employee terminates service prior to retirement, the employee is entitled to a refund of the employee's contributions plus interest plus the vested portion of the City's contributions. During the current year, the City was required to make contributions to the plan in the amount of \$377,533. The plan did not include any forfeitures during the current year.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 11 RISK MANAGEMENT

The City is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

For general liability and workers' compensation programs, the City is a member of the Central San Joaquin Valley Risk Management Authority (the RMA). The RMA is comprised of 55 member cities and special districts and is organized under a Joint Powers Agreement pursuant to the California Government Code. The purpose of the RMA is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage. Each member has a representative on the Board of Directors with officers of the RMA being elected annually by the Board Members.

General Liability

Annual deposits are paid by members and are adjusted retrospectively to cover costs. Each member has a specific self-insured retention (SIR) level. The City of McFarland's SIR is \$25,000. The city is responsible for the first \$25,000 of each occurrence. The City does not share or pay for losses of other members with SIRs under \$25,000. Specific coverage includes general and automobile liability, personal injury, errors and omissions, and certain other coverage. Claims from \$25,000 to \$1,000,000 are covered by a special pre-funded self-insurance pool maintained by the RMA. Claims from \$1,000,000 to \$4,000,000 are self-insured by the California Affiliated Risk Management Authorities (CARMA), a joint powers authority providing excess coverage to a membership consisting of six underlying joint powers authorities, representing approximately 175 cities and special districts. Claims from \$4,000,000 to \$39,000,000 are covered by Excess Comprehensive General Liability Policies.

Workers' Compensation

Annual deposits are paid by members and are adjusted retrospectively to cover costs. Each member has a specific self-insured retention (SIR) level. The City of McFarland's SIR is \$25,000 per occurrence. The City is responsible for the first \$25,000 of each occurrence. The City does not share or pay for losses of other members with SIRs under \$25,000. Losses between \$25,000 and \$500,000 are covered by a special pre-funded self-insurance pool maintained by the RMA.

Claims from \$500,000 to \$5,000,000 are self-insured by the Local Agency Workers' Compensation Excess Joint Powers Authority which is a joint powers authority providing excess coverage to 36 members including cities, special districts, and joint powers authorities. Claims in excess of \$5,000,000 and a limit of \$50,000,000 are self-insured by the California State Association of Counties Excess Insurance Authority, another joint powers authority.

There were no settlements in excess of insurance coverage in any of the three prior fiscal years.

**CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 11 RISK MANAGEMENT (CONTINUED)

Workers' Compensation (Continued)

The audited financial information from Central San Joaquin Valley Risk Management Authority for the year ended June 30, 2024, is as follows:

Total Assets	\$ 179,635,612
Total Liabilities	144,400,470
Net Position	<u>\$ 35,235,142</u>
Total Revenues	\$ 95,596,916
Total Expenses	94,324,180
Change in Net Position	<u>\$ 1,272,736</u>

Complete audited financial statements can be obtained from their office at 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833.

NOTE 12 OTHER INFORMATION

Fund Deficits

The City has accumulated fund deficits in the following individual funds:

Governmental Funds:	
TDA-LTF	\$ 649,674
CDBG	13,888
HOME	85,457
COPS	914

These deficits will be resolved by future charges for services and receipt of grant funds.

Commitments

The City has signed agreements to construct various capital improvements subsequent to June 30, 2024. The balance owed on the commitments at June 30, 2024, was approximately \$20,967,447.

Contingencies

Federal and State Government Programs

The City participates in several federal and state grant programs. These programs are subject to audit and review by the grantor pursuant to grant provisions. Expenditures may be disallowed by the granting agencies that cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

The City is involved in several lawsuits. Due to the nature of the cases, The City's counsel is unable to estimate at this time the probability of favorable or unfavorable outcomes. Therefore, no provision has been made in the financial statements for a loss contingency.

CITY OF MCFARLAND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 13 CORRECTION OF ERROR IN PREVIOUSLY ISSUED FINANCIAL STATEMENTS

During the year ended June 30, 2024, beginning net position of governmental activities and the beginning fund balance of the miscellaneous grants fund was restated to record revenue that was earned during the year ended June 30, 2023. In the prior year, fund balance, net position and revenue were understated in the amount of \$50,500.

	Governmental Activities	Miscellaneous Grants
Net Position/Fund Balance - Beginning of Year	\$ 44,811,920	\$ 177,103
Correction of an Error - Revenue Recognition	50,500	50,500
Net Position/Fund Balance - Beginning of Year, as Restated	\$ 44,862,420	\$ 227,603

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

**CITY OF MCFARLAND
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED JUNE 30, 2024**

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Taxes	\$ 3,343,813	\$ 3,546,778	\$ 3,876,614	\$ 329,836
Licenses and Permits	499,047	717,910	836,253	118,343
Fines and Forfeitures	47,218	47,218	107,384	60,166
Use of Money and Property	79,517	79,517	219,819	140,302
Intergovernmental Revenues	165,510	6,864,345	2,491,087	(4,373,258)
Charges for Services	935,663	1,091,264	1,671,078	579,814
Contributions	11,500	11,500	57,995	46,495
Other Revenues	21,000	101,000	292,280	191,280
Total Revenues	5,103,268	12,459,531	9,552,510	(2,907,021)
EXPENDITURES				
Current:				
General Government	1,361,944	1,826,889	1,005,849	821,040
Public Safety	4,252,655	4,492,437	2,283,362	2,209,075
Public Works	732,515	810,582	91,510	719,072
Community Development	617,724	787,735	663,106	124,629
Debt Service:				
Principal	818,976	818,976	97,751	721,225
Interest and Other Charges	-	-	13,836	(13,836)
Capital Outlay	444,196	3,679,113	1,557,903	2,121,210
Total Expenditures	8,228,010	12,415,733	5,713,317	6,702,416
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,124,742)	43,799	3,839,193	3,795,394
OTHER FINANCING SOURES (USES)				
Transfers In	-	-	547,621	547,621
Total Other Financing Soures (Uses)	-	-	547,621	547,621
NET CHANGE IN FUND BALANCES	(3,124,742)	43,799	4,386,814	4,343,015
Fund Balances - Beginning of Year	1,103,098	1,103,098	1,103,098	-
FUND BALANCES - END OF YEAR	\$ (2,021,644)	\$ 1,146,897	\$ 5,489,912	\$ 4,343,015

See accompanying Note to Required Supplementary Information

CITY OF MCFARLAND
BUDGETARY COMPARISON SCHEDULE
TDA-LTF
MAJOR SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2024

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES				
Intergovernmental Revenues	<u>\$ 211,178</u>	<u>\$ 905,857</u>	<u>\$ -</u>	<u>\$ (905,857)</u>
Total Revenues	<u>211,178</u>	<u>905,857</u>	<u>-</u>	<u>(905,857)</u>
EXPENDITURES				
Capital Outlay	<u>211,178</u>	<u>211,178</u>	<u>165,090</u>	<u>(46,088)</u>
Total Expenditures	<u>211,178</u>	<u>211,178</u>	<u>165,090</u>	<u>(46,088)</u>
NET CHANGE IN FUND BALANCES	-	694,679	(165,090)	(859,769)
Fund Balances - Beginning of Year	<u>(484,584)</u>	<u>(484,584)</u>	<u>(484,584)</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u><u>\$ (484,584)</u></u>	<u><u>\$ 210,095</u></u>	<u><u>\$ (649,674)</u></u>	<u><u>\$ (859,769)</u></u>

See accompanying Note to Required Supplementary Information

CITY OF MCFARLAND
BUDGETARY COMPARISON SCHEDULE
GAS TAX
MAJOR SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2024

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES				
Intergovernmental Revenues	\$ 390,726	\$ 390,726	\$ 377,992	\$ (12,734)
Use of Money and Property	-	-	9,363	9,363
Total Revenues	<u>390,726</u>	<u>390,726</u>	<u>387,355</u>	<u>(3,371)</u>
EXPENDITURES				
Current:				
Public Works	-	-	648,920	648,920
Capital Outlay	-	-	27,515	27,515
Total Expenditures	<u>-</u>	<u>-</u>	<u>676,435</u>	<u>676,435</u>
NET CHANGE IN FUND BALANCES	390,726	390,726	(289,080)	(679,806)
Fund Balances - Beginning of Year	<u>565,110</u>	<u>565,110</u>	<u>565,110</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 955,836</u>	<u>\$ 955,836</u>	<u>\$ 276,030</u>	<u>\$ (679,806)</u>

See accompanying Note to Required Supplementary Information

**CITY OF MCFARLAND
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT IMPACT
MAJOR SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2024**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES				
Licenses and Permits	\$ 939,676	\$ 939,676	\$ 1,025,606	\$ 85,930
Use of Money and Property	-	-	60,272	60,272
Total Revenues	<u>939,676</u>	<u>939,676</u>	<u>1,085,878</u>	<u>146,202</u>
EXPENDITURES				
Capital Outlay	-	78,283	10,454	(67,829)
Total Expenditures	<u>-</u>	<u>78,283</u>	<u>10,454</u>	<u>(67,829)</u>
NET CHANGE IN FUND BALANCES	939,676	861,393	1,075,424	214,031
Fund Balances - Beginning of Year	<u>2,199,441</u>	<u>2,199,441</u>	<u>2,199,441</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 3,139,117</u>	<u>\$ 3,060,834</u>	<u>\$ 3,274,865</u>	<u>\$ 214,031</u>

See accompanying Note to Required Supplementary Information

**CITY OF MCFARLAND
BUDGETARY COMPARISON SCHEDULE
MISCELLANEOUS GRANTS
MAJOR SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2024**

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Intergovernmental Revenues	\$ -	\$ -	\$ 2,237,093	\$ 2,237,093
Total Revenues	-	-	2,237,093	2,237,093
EXPENDITURES				
Current:				
General Government	-	109,470	116,279	(6,809)
Public Safety	1,950,242	1,950,820	2,044,848	(94,028)
Total Expenditures	1,950,242	2,060,290	2,161,127	(100,837)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,950,242)	(2,060,290)	75,966	2,136,256
OTHER FINANCING SOURES (USES)				
Transfers In				
Transfers Out	-	-	(544)	(544)
Total Other Financing Soures (Uses)	-	-	(544)	(544)
NET CHANGE IN FUND BALANCES	(1,950,242)	(2,060,290)	75,422	2,135,712
Fund Balance - Beginning, as Originally Reported	177,103	177,103	177,103	-
Adjustment- correction of an error	50,500	50,500	50,500	-
Fund Balance - Beginning, as Adjusted	227,603	227,603	227,603	-
FUND BALANCES - END OF YEAR	<u>\$ (1,722,639)</u>	<u>\$ (1,832,687)</u>	<u>\$ 303,025</u>	<u>\$ 2,135,712</u>

See accompanying Note to Required Supplementary Information

CITY OF MCFARLAND
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

NOTE 1 APPROPRIATED BUDGET AND BUDGETARY CONTROL

The City Council is required to adopt an annual budget resolution by July 1 of each fiscal year for the General and Special Revenue funds. The budgets are presented for reporting purposes on a budgetary basis consistent with accounting principles generally accepted in the United States of America. The McFarland Improvement Authority does not adopt a budget.

The appropriated budget is prepared by fund, function, and department. The City had one fund, the miscellaneous grant fund, exceed its budget appropriation by \$100,837. All other expenditures did not exceed the budget for the year. The City Manager may make transfers of appropriations within a department and make transfers of appropriations between departments as long as there is no increase or decrease to the overall budget. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the function level. Unexpended or unencumbered appropriations lapse at the end of the fiscal year. Encumbered appropriations are reappropriated in the ensuing year's budget.

The City Council adopts budgets for the Enterprise funds. However, all Proprietary fund types are accounted for on a cost of service (net income), or "capital maintenance" measurement focus. As a result, budget comparisons are impractical. Additionally, the City is not legally mandated to report the results of operations for these Proprietary fund types on a budget comparison basis; therefore, budgetary data related to these funds has not been presented.

The City did not present a budgetary schedule for the CalHOME Fund since this fund did not adopt a budget this year.

COMBINING FUND STATEMENTS

**CITY OF MCFARLAND
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024**

	Special Revenue						
	CDBG	HOME	Lighting and Landscape	COPS	Road Maintenance and Rehab	Community Facilities District	Total
ASSETS							
Cash and Investments	\$ 402,547	\$ -	\$ 118,939	\$ 482,791	\$ 186,517	\$ -	\$ 1,190,794
Receivables:							
Accounts	-	3,383	-	-	-	-	3,383
Intergovernmental	7,791	-	-	-	-	-	7,791
Taxes	-	-	-	-	29,513	-	29,513
Prepaid Expenses	-	-	3,485	-	-	-	3,485
Loans Receivable	-	709,906	-	-	-	-	709,906
Total Assets	\$ 410,338	\$ 713,289	\$ 122,424	\$ 482,791	\$ 216,030	\$ -	\$ 1,944,872
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES							
LIABILITIES							
Accounts Payable	\$ -	\$ -	\$ 17,901	\$ -	\$ -	\$ -	\$ 17,901
Accrued Liabilities	-	-	1,286	-	-	-	1,286
Due to Other Funds	424,226	88,840	789	483,705	-	-	997,560
Unearned Revenue	-	-	-	-	416	-	416
Total Liabilities	424,226	88,840	19,976	483,705	416	-	1,017,163
DEFERRED INFLOWS OF RESOURCES							
Unavailable Revenue	-	709,906	-	-	-	-	709,906
FUND BALANCES							
Nonspendable	-	-	3,485	-	-	-	3,485
Restricted	-	-	98,963	-	215,614	-	314,577
Unassigned	(13,888)	(85,457)	-	(914)	-	-	(100,259)
Total Fund Balances	(13,888)	(85,457)	102,448	(914)	215,614	-	217,803
Total Liabilities, Deferred Inflows of Resources, and Fund Balances							
	\$ 410,338	\$ 713,289	\$ 122,424	\$ 482,791	\$ 216,030	\$ -	\$ 1,944,872

**CITY OF MCFARLAND
COMBINING STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024**

	Special Revenue						Total
	CDBG	HOME	Lighting and Landscape	COPS	Road Maintenance and Rehab	Community Facilities District	
REVENUES							
Taxes	\$ -	\$ -	\$ 161,451	\$ -	\$ 358,675	\$ -	\$ 520,126
Use of Money and Property	-	-	2,713	-	3,223	-	5,936
Intergovernmental Revenues	-	-	-	-	-	582,133	582,133
Total Revenues	-	-	164,164	-	361,898	582,133	1,108,195
EXPENDITURES							
Current:							
General Government	-	-	-	-	-	581,055	581,055
Public Works	-	-	211,181	-	-	-	211,181
Capital Outlay	-	-	8,585	-	833,765	-	842,350
Total Expenditures	-	-	219,766	-	833,765	581,055	1,634,586
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	-	(55,602)	-	(471,867)	1,078	(526,391)
OTHER FINANCING SOURCES (USES)							
Transfers Out	-	-	(24,733)	-	-	(1,078)	(25,811)
Total Other Financing	-	-	(24,733)	-	-	(1,078)	(25,811)
NET CHANGE IN FUND BALANCES	-	-	(80,335)	-	(471,867)	-	(552,202)
Fund Balances - Beginning of Year	(13,888)	(85,457)	182,783	(914)	687,481	-	770,005
FUND BALANCES - END OF YEAR	<u>\$ (13,888)</u>	<u>\$ (85,457)</u>	<u>\$ 102,448</u>	<u>\$ (914)</u>	<u>\$ 215,614</u>	<u>\$ -</u>	<u>\$ 217,803</u>

**CITY OF MCFARLAND
SINGLE AUDIT REPORT
YEAR ENDED JUNE 30, 2024**



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**CITY OF MCFARLAND
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2024**

INDEPENDENT AUDITORS' REPORT ON ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	1
INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE	3
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	7
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	8
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	10



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and Members of the City Council
City of McFarland
McFarland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of McFarland (the City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 22, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purposes described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2024-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City of McFarland's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of McFarland's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City of McFarland's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Roseville, California
January 22, 2025



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER
COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and Members of the City Council
City of McFarland
McFarland, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of McFarland, California's (the City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2024-002. Our opinion on each major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a significant deficiency.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2024-002 to be a significant deficiency.

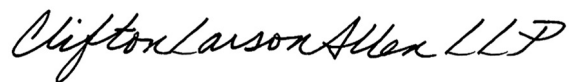
Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon, dated January 22, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Roseville, California
January 22, 2025

CITY OF MCFARLAND
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2024

Federal Grantor/Pass-Through Grantor/ Program/Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Agriculture				
Direct Programs:				
Community Facilities Direct Loan and Grant Program	10.766	N/A	\$ 744,229	\$ -
Total U.S. Department of Agriculture			744,229	-
U.S. Department of Housing and Urban Development				
Passed-Through State of California Department of Housing and Community Development:				
HOME Investment Partnership Program (Outstanding Loans)	14.239	N/A	709,906	-
Total U.S. Department of Housing and Urban Development			709,906	-
U.S. Department of Transportation				
Passed-Through the State Department of Transportation:				
Highway Planning and Construction	20.205	H8-06-012	335,158	-
Formula Grants for Rural Areas and Tribal Transit Program	20.509	N/A	51,355	-
Total U.S. Department of Transportation			386,513	-
U.S. Department of Treasury				
Passed-Through the State Department of Finance COVID-19 Coronavirus				
State and Local Fiscal Recovery Funds	21.027	N/A	2,162,996	-
Total U.S. Department of Treasury			2,162,996	-
Total Expenditures of Federal Awards			\$ 4,003,644	\$ -

See accompanying Notes to Schedule of Expenditures of Federal Awards.

CITY OF MCFARLAND
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2024

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) presents the activity of all federal awards programs of the City of McFarland (the City) for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance for all awards. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

NOTE 3 ASSISTANCE LISTING NUMBERS

The program titles and Assistance Listing Numbers were obtained from the federal or pass-through grantor.

NOTE 4 INDIRECT COST RATE

The City did not elect to use the 10 percent de minimis indirect cost rate as covered in 2 CFR §200.414.

NOTE 5 PASS-THROUGH ENTITIES' IDENTIFYING NUMBER

When federal awards were received from a pass-through entity, the Schedule shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City determined that no identifying number is assigned for the program or the City was unable to obtain an identifying number from the pass-through entity.

CITY OF MCFARLAND
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2024

NOTE 6 LOANS WITH CONTINUING COMPLIANCE REQUIREMENTS

The City offers property rehabilitation and first-time home buyer loans to eligible individuals as part of its HOME program. The loans have continuing compliance requirements and therefore the outstanding balances are reflected on the Schedule. No new loans were issued during the fiscal year ended June 30, 2024.

Assistance Listing Number	Federal Program	Outstanding Loans	Loans with Continuing Compliance Requirements
10.766	Community Facilities Direct Loan and Grant Program	\$ 744,229	\$ 744,229
14.239	Home Investment Partnership Program	709,906	709,906

**CITY OF MCFARLAND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2024**

Section I – Summary of Auditors’ Results

Financial Statements

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
 - Material weakness(es) identified? x yes no
 - Significant deficiency(ies) identified? yes x no
3. Noncompliance material to financial statements noted? yes x no

Federal Awards

1. Internal control over major federal programs:
 - Material weakness(es) identified? yes x no
 - Significant deficiency(ies) identified? x yes none reported
2. Type of auditors’ report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? x yes no

Identification of Major Federal Programs

Assistance Listing Number(s)

21.027

Name of Federal Program or Cluster

COVID -19 Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

 yes x no

**CITY OF MCFARLAND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2024**

Section II – Financial Statement Findings

2024 – 001 Financial Reporting

Type of Finding: Material Weakness in Internal Control over Financial Reporting

Condition: During our Audit, we determined that management does not have sufficient controls in place to ensure that the financial statement are properly presented in accordance with U.S. generally accepted accounting principles (GAAP). We specifically noted the following:

- The City recognized revenue, in the amount of \$5,000,000, received to build a new police station, however applicable expenditures, required to earn this revenue, were not incurred.
- The City recorded revenue in the amount of \$50,500 for the year ended June 30, 2024, that was earned as of June 30, 2023, and should have been reported as revenue in the prior period.
- The City incorrectly accrued 2 items in the amount of \$41,585 to accounts receivables and did not accrue 2 items received subsequent to year end that were for current year activity in the amount of \$253,256, for a net change in receivables of \$211,671.
- The City incorrectly identified 4 contracts as Subscription-Based Information Technology Arrangements (SBITAs) that did not qualify as SBITAs.

Criteria or specific requirement: U.S. GAAP requires that voluntary nonexchange revenue transactions cannot be recognized until all applicable eligibility requirements are met, that items be recorded in the period in which they are earned and that SBITAs with a maximum term of one year or less do not meet the requirements of a SBITA as defined in GASB Statement No. 96.

Context: During the course of our audit, we inspected one grant agreement, 24 accounts receivable items, 34 subsequent receipts and 4 SBITA additions. After our review, we determined that the grant agreement inspected did not meet the revenue recognition requirements, 2 items tested in accounts receivable were improperly recorded, 2 items in our subsequent receipts testing were improperly not reported as accounts receivable and all SBITA additions were improperly identified as a SBITA as the term was less than 12 months.

Effect: We determined that revenue was overstated by \$4,838,829, unearned revenue was understated by \$5,000,000, receivables were understated by \$211,671, beginning net position and fund balance was understated by \$50,500 and SBITA assets and liabilities were overstated by \$313,145.

**CITY OF MCFARLAND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2024**

Cause: The City did not design controls with enough precision to ensure that the financial statements were presented in accordance with the requirements of U.S. GAAP for several items.

Repeat Finding: This is not a repeat finding

Recommendation: We recommend that management enhance its current controls to ensure that the controls are designed properly to ensure the financial statements are materially consistent with the requirements of U.S. GAAP.

Views of Responsible Officials and Planned Corrective Actions: There is no disagreement with this finding. The Finance Department will establish written procedures for reconciliations of all major accounts which are to be completed the end of each month and fiscal year.

**CITY OF MCFARLAND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2024**

Section III – Findings and Questioned Costs – Major Federal Programs

2024 – 002 Procurement

Federal Agency: U.S. Department of the Treasury

Federal Program Title: COVID -19 Coronavirus State and Local Fiscal Recovery Funds

Assistance Listing Number: 21.027

Award Period: July 1, 2023 – June 30, 2024

Type of Finding:

- Significant Deficiency in Internal Control over Compliance
- Other Noncompliance

Criteria: For purchases greater than the micro-purchase threshold recipients of federal funds must obtain quotes from an adequate number of qualified sources. Noncompetitive procurement is allowed only under specific circumstances. The recipient must maintain records documenting the history of the procurement including the method of procurement and the rationale for the method.

Condition: Our testing noted that two purchases from one vendor were made without obtaining multiple quotes. Documentation for the use of non-competitive procurement was not maintained.

Questioned Costs: None noted.

Context: CLA inspected 5 purchases and for 2 of those contracts totaling \$51,201, the bid/quote process was not followed and justification for the use of non-competitive procurement was not documented prior to the disbursement of federal funds.

Cause: The city determined that the procurements were sole source, meaning the contractor used was the only option available, and were not aware that documentation of this determination was required.

Effect: The city could have been out of compliance with grant requirements.

Repeat Finding: This is not a repeat finding.

Recommendation: CLA recommends the City implement procedures to ensure that federal guidance is followed relating to procurement.

Views of responsible officials: There is no disagreement with the audit findings.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 13.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2025-6 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CREATION OF THE ECONOMIC DEVELOPMENT MANAGER POSITION THROUGH JUNE 30, 2025, AND APPROVING A BUDGET ADJUSTMENT TO THE GENERAL FUND OF \$38,976.80.

SUMMARY:

The City of McFarland is committed to advancing economic growth, streamlining administrative operations, and fostering community development. The proposed Economic Development Manager position is designed to provide critical leadership and support for these goals. This role will focus on strategic planning, economic development initiatives, and administrative support to the City Manager, as well as acting as a liaison with various stakeholders.

The Economic Development Manager will:

1. Develop and implement strategic plans to promote economic and community development.
2. Act as a liaison to federal, state, and regional entities to enhance city priorities.
3. Lead and supervise assigned projects, including the General Plan Update and Zoning Ordinance Update.
4. Coordinate with City departments and stakeholders to facilitate business growth and expansion.
5. Identify and secure grant opportunities to support city initiatives.
6. Manage public relations and marketing strategies to attract investments

Grant Support: Identify funding opportunities for City priorities

Consultation and Coordination: Provide expertise and recommendations for enhancing economic development strategies

Reporting: Required to submit progress reports bi-weekly to City Manager.

Term of Position: This position shall be approved through the end of the fiscal year 2024-2025 (June 30, 2025) and reevaluated at that time for potential extension.

This position aligns with the City's goals of fostering a thriving economic environment and

providing innovative solutions to complex challenges. It will also ensure the efficient administration of municipal services and promote positive community relationships.

FINANCIAL IMPACT:

The financial impact to the General Fund through June 30, 2025, is as follows:

- Base Salary: \$26,346.15
- 401K Contribution: \$2,634.62
- Health, Dental, Life, and Vision Benefits: \$7,980.55
- Payroll Taxes: \$2,015.48
- Total Cost: \$38,976.80**

RECOMMENDATION:

Staff recommends that the City Council approve the creation of the Economic Development Manager position through the end of the fiscal year 2024-2025, as described in the attached job description, and adopt the accompanying resolution to establish the position with a reevaluation at the end of the fiscal year for potential extension.

ATTACHMENTS:

1. Economic Development Manager 2025

RESOLUTION NO. 2025-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CREATION OF THE ECONOMIC DEVELOPMENT MANAGER POSITION THROUGH JUNE 30, 2025, AND APPROVING A BUDGET ADJUSTMENT TO THE GENERAL FUND OF \$38,976.80.

WHEREAS the City Council recognizes the need to support strategic planning, economic development, and administrative operations to foster growth and sustainability

WHEREAS the proposed Economic Development Manager position will enhance the City's ability to implement these priorities effectively; and

WHEREAS, the financial impact through June 30, 2025, is estimated at \$38,976.80; and

WHEREAS, the budgetary implications have been assessed, and a corresponding budget adjustment will be made to the planning and community development, building inspection, and code enforcement division of the general fund; and

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

1. The City Council hereby approves the creation of the Economic Development Manager position through June 30, 2025.
2. The job description and salary has been approved in its entirety.
3. The City Council approves a budget adjustment to the general fund of \$38,976.80.
4. The position shall be reevaluated before the end of the fiscal year 2024-2025 for potential extension
5. The City Clerk shall certify to the passage and adoption of this resolution.
6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



CITY OF MCFARLAND
Economic Development Manager

FLSA Status: Exempt

Salary: \$68,500 annually

Term: Position ends June 30th, 2025

General Summary

Under the direction of the City Manager, this role combines strategic planning, economic development, and oversee current projects. The Economic Development Manager will manage projects, foster relationships with businesses and agencies, and oversee economic and community development initiatives in collaboration with the Community Development Director.

Essential Functions

1. Manage and supervise assigned projects as directed.
2. Build and maintain relationships with stakeholders, professional organizations, and agencies to promote economic development.
3. Serve as the City Manager's representative in meetings, boards, and committees.
4. Analyze and recommend policies and procedures for organizational improvement.
5. Prepare detailed studies, reports, and data analysis for decision-making.
6. Act as the Business Development Team (BDT) coordinator, supporting business expansion and resources.
7. Coordinate grant research, applications, and administration in alignment with city goals.
8. Oversee communication, marketing, and public awareness initiatives.
9. Represent the city in regional, state, and national economic development activities.
10. Coordinate with departments for specific projects like infrastructure and development.
11. Support special city projects including zoning, annexation, and property developments.

Grant Support: Identify funding opportunities for City priorities

Consultation and Coordination: Provide expertise and recommendations for enhancing economic development strategies

Reporting: Required to submit progress reports bi-weekly to the City Manager.

Required Knowledge, Skills, Abilities, and Minimum Qualifications

- Degree in Public Administration, Urban Affairs, Business Administration, or related field.
- Expertise in public administration, economic development, and strategic planning.

- Strong skills in marketing, communications, and community engagement.
- Proficiency in data analysis, budgeting, and grant management.
- Ability to lead in a team-oriented, innovative environment.
- Strong written and oral communication skills.
- Proficiency with technology and software tools.
- Ability to work under stress and adapt to shifting priorities.

QUALIFICATIONS:

Minimum: Associate degree in business, public administration, accounting, political science, entrepreneurship, economic development, or similar degree or a minimum of three (3) years of practical experience. Minimum - Valid California driver's license with good driving record.

PHYSICAL ABILITIES AND WORK ENVIRONMENT:

While performing the duties of this job, the employee occasionally works in outside weather conditions.

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefits package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and dependents
- Life insurance equal to 1-year base salary with a minimum of \$50,000
- Retirement: Deferred Compensation 401(k) -The City of McFarland contributes an additional 10% of an employee's pay each pay period into a 401K plan, at no cost to the employee. The City is not a PERS (Public Employees Retirement System) Agency
- Supplemental life insurance (Optional)
- Deferred Compensation 457 Plan (Optional)
- Section 125 Plan Participation
- 12 days' vacation and 12 days sick pay accrued annually
- 12 Days Holiday Pay
- Monday to Friday 8 am to 5 pm

APPLICATION: To apply, please complete and application online at www.mcfarlandcity.org. **Resumes will not be accepted in lieu of a City employment application.** To be considered for this position, please submit complete employment application and resume.

EQUAL OPPORTUNITY EMPLOYER: The City of McFarland is an Equal Opportunity Employer. In accordance with the Americans with Disabilities Act of 1990 (ADA), requests for special accommodations during any stage of the examination process should be made in advance to the Human Resources Department.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 14.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution 2025-7 A RESOLUTION OF THE CITY COUNCIL OF CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND PAUL SALDANA FOR THE ECONOMIC DEVELOPMENT MANAGER POSITION

SUMMARY:

Paul Saldana has served as the Community Development Director for the City of McFarland, overseeing a range of initiatives and projects critical to the city's growth and development. His leadership has been instrumental in fostering community enrichment, managing development projects, and aligning city goals with community needs.

After a comprehensive review of organizational priorities and individual expertise, it has been determined that Mr. Saldana's skills and experience are exceptionally well-suited for the role of Economic Development Manager. This strategic transition will enable the City to take a more targeted approach to economic initiatives, focusing on business attraction, fostering partnerships, and driving sustainable growth within McFarland. This role aligns with the City's strategic goals for long-term economic sustainability and community enrichment.

In addition to his new role, Mr. Saldana will continue to assist the Community Development Department to ensure seamless collaboration and support for ongoing and upcoming projects. His familiarity with the department's objectives and institutional knowledge will help bridge both areas, maintaining the momentum of current initiatives while advancing new economic development opportunities.

Key responsibilities of the Economic Development Manager include:

- Identifying and implementing economic development strategies that align with the City's vision for sustainable growth.
- Collaborating with local businesses, organizations, and stakeholders to foster a vibrant economic environment.
- Researching and applying for economic development grants to secure funding for critical projects.
- Promoting McFarland as a hub for business and commerce, enhancing its appeal to investors and entrepreneurs.

Mr. Saldana's ongoing contributions to the Community Development Department, coupled with his leadership in economic development, underscore his vital role in driving McFarland's growth and prosperity. This transition not only reflects the City's commitment to strategic realignment but also leverages Mr. Saldana's expertise to create lasting impact across both domains.

FINANCIAL IMPACT:

The annual salary for the position is proposed at \$68,500, paid on a biweekly basis. The financial impact to the General Fund through June 30, 2025, is as follows:

- Base Salary: \$26,346.15
- 401K Contribution: \$2,634.62
- Health, Dental, Life, and Vision Benefits: \$7,980.55
- Payroll Taxes: \$2,015.48
- Total Cost: \$38,976.80**

RECOMMENDATION:

It is recommended that the City Council approve the employment agreement between the City and Paul Saldana for the position of Economic Development Manager.

ATTACHMENTS:

1. Economic Development Manager Contract 01.2025rev

RESOLUTION NO. 2025-7

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF MCFARLAND APPROVING THE
EMPLOYMENT AGREEMENT BETWEEN THE CITY AND PAUL SALDANA FOR THE
ECONOMIC DEVELOPMENT MANAGER POSITION**

WHEREAS, the City Council recognizes the need to support strategic planning, economic development, and administrative operations to foster growth and sustainability; and

WHEREAS, Paul Saldana has successfully served as the Community Development Director, contributing to the growth and development of McFarland; and

WHEREAS, the City Council has determined that transitioning Paul Saldana to the position of Economic Development Manager will align with the City's strategic objectives and economic development goals; and

WHEREAS, the employment agreement outlining the terms and conditions of this transition has been reviewed and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of McFarland does hereby:

1. The City Council hereby approves the employment agreement between the City of McFarland and Paul Saldana for the Economic Development Manager position.
2. The job description and salary have been approved as described in the staff report.
3. The City Clerk shall certify to the passage and adoption of this resolution.
4. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is made on this 5th day of February 2025, by and between the City of McFarland, a Municipal Corporation (“City”), and Paul Saldana (“Saldana”). The City and Saldana are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Saldana as the City’s Economic Development Manager; and

WHEREAS, the position of Economic Development Manager is an “at will” position, not subject to the City’s personnel rules; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the Parties mutually agree as follows:

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it will hire Saldana as its Economic Development Manager as of February 10th, 2025 (“Effective Date”). Saldana and the City agree to the terms and conditions of this Agreement. Saldana shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement. Notwithstanding the foregoing sentence, Saldana shall have the right to continue his employment as an instructor for the Fresno Pacific University as long as such employment does not compete with, conflict with, or compromise the City’s interests or adversely effect job performance and the ability of Saldana to fulfill all responsibilities to the City.
3. **“At-Will” Employment.** Saldana’s employment with City is at the sole will, discretion, and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Saldana’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

The terms of the City’s personnel rules, policies, procedures, ordinances, or resolutions (collectively “Personnel Policies”) shall not apply to Saldana unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Saldana.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate Saldana's employment. Subject to State and Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Saldana.

4. Duties.

a. Economic Development Manager. Employees accept employment with the City as its Economic Development Manager and agree to perform all functions, duties, and services as promulgated by City regulations and procedures, the City Manager, and the Economic Development Manager job description, including, but not limited to the following:

1. Manage and supervise assigned projects as directed.
2. Build and maintain relationships with stakeholders, professional organizations, and agencies to promote economic development.
3. Serve as the City Manager's representative in meetings, boards, and committees.
4. Analyze and recommend policies and procedures for organizational improvement.
5. Prepare detailed studies, reports, and data analysis for decision-making.
6. Act as the Business Development Team (BDT) coordinator, supporting business expansion and resources.
7. Coordinate grant research, applications, and administration in alignment with city goals.
8. Oversee communication, marketing, and public awareness initiatives.
9. Represent the city in regional, state, and national economic development activities.
10. Coordinate with departments for specific projects like infrastructure and development.
11. Support special city projects including zoning, annexation, and property developments.

Special Projects

- Develop and finalize the Southeast Industrial Area Specific Plan
- Coordinate the General Plan updates to the Zoning Ordinance and Subdivision Ordinance.
- Facilitate Annexation 21 including addressing islands and areas north of Elmo
- Support the acquisition and planning for the Dairy Land property
- Assist with Harlow and Frontage Road property development initiatives
- Advance McFarlan Gateway Commercial Projects (North of Elmo)
- Provide guidance on ½ Sales Tax Project Implementation
- Performs a variety of other duties as assigned.

Grant Support: Identify funding opportunities for City priorities

Consultation and Coordination: Provide expertise and recommendations for enhancing economic development strategies

Reporting: Required to submit progress reports bi-weekly to City Manager.

5. **Term.** Except as hereinafter described, the term of this Agreement shall be for five (5) months, commencing on effective date. Upon the conclusion of this term, this Agreement shall be reviewed and considered for an extension should there be a demonstrated need for its continuation. Any termination of this contract prior to the conclusion of its term shall be accomplished pursuant to the provisions of Section 6 of this Agreement.
6. **Termination.** Saldana's "at-will" employment as Economic Development Manager may be terminated as follows:
- a. **Resignation.** If Saldana elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.
 - b. **Retirement.** If Saldana elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.
 - c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Saldana's employment as Economic Development Manager at any time, "without cause" or advance notice.
 - d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Saldana's employment at any time, "with cause." "Cause" shall include, but not be limited to:
 - i. Willful misconduct or gross negligence;
 - ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
 - iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - v. Saldana's death; or
 - vi. If Saldana is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision in which he had a conflict

of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;

- vii. Saldana's permanent disability if such disability precludes Saldana from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

7. **Salary and Benefits.** Saldana's salary and other benefits for all work or services called for under this Agreement shall be as follows:

- A. **Salary.** Commencing on the Effective Date, Saldana's annual salary shall be sixty-eight thousand five hundred dollars (\$68,500), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
- B. **Vacation.** Saldana shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of Saldana's employment, any unused vacation hours shall be cashed out prior to His accrual of an additional eighty (80) hours.
- C. **Sick Leave.** Saldana shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
- D. **Administrative Leave.** Saldana shall receive forty (40) hours of administrative leave per year, commencing on the first day of each year of his employment. Administrative leave will not carry over calendar years. At the end of each year of Saldana's employment, any unused hours shall be cashed out prior to His accrual of an additional forty (40) hours.
- E. **Holiday and Other Leaves.** Saldana shall receive the same leaves, holidays, and other time off as provided to other employees at the City.
- F. **Health Insurance Benefits.** City shall provide health insurance coverage for Saldana and his family consistent with the health insurance benefits provided to City employees. Saldana may waive this health insurance coverage so long as he has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
- G. **Term Life Insurance.** The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Saldana shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Saldana.

H. Vehicle. Saldana shall be required to adhere to all City policies and procedures regarding the use of City vehicles.

I. Cell Phone. City shall provide Saldana with a cell phone purchased by City to be used by Saldana exclusively for performance of His duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Saldana's election, City will pay Saldana an allowance of \$50.00 per month for use toward His personal cell phone and data plan. Saldana acknowledges that use of the City provided cell phone, or His personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

J. Retirement. City represents and Saldana acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Saldana's salary annually to Saldana's 401(k) or deferred compensation retirement account. Saldana shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.

K. Expenses. City shall reimburse Saldana for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Saldana shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.

8. Bonding and Indemnification. City shall bear the full costs of any fidelity or other bond required of Saldana under any law or ordinance. City shall defend, save harmless and indemnify Saldana from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Him in His individual capacity or in His official capacity as Economic Development Manager, provided the Claims arise while Saldana is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.

9. Evaluation. The City Manager shall evaluate Saldana after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.

10. Notices. Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City

City Manager, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email: dviramontes@mcfarlandcity.org

Saldana

Paul Saldana
101 N. Anderson Road
Exeter, CA 93211
Email: pmsaldana1@outlook.com

Either party may change His or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

- A. Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties’ Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.
- F. Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. 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.
- H. Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.

- I. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- J. **Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.
- K. **Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. **Execution.** This Agreement is effective February 10th, 2025. 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.
- M. **Non-Interest.** Except for Saldana, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. **Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.
- O. **Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:
- a. Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Saldana, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of His office or position.
 - b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds

provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of His office or position.

- c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of His office or position.
- d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Saldana shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Saldana represents that He has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to him, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

- P. **Independent Legal Advice.** City and Saldana represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Saldana further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

Dated: _____

CITY OF MCFARLAND

By: _____

Saul Ayon

Title: Mayor

Dated: _____

EMPLOYEE

By: _____

Paul Saldana

APPROVED AS TO FORM:

By: _____

Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Economic Development Manager



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 15.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2025-8 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND MEGAN SNYDER FOR THE COMMUNITY DEVELOPMENT DIRECTOR POSITION.

SUMMARY:

Following a thorough recruitment process, Megan Snyder has been selected for the position of Community Development Director based on her extensive experience in community development, human resources, project management, and government administration. She brings years of leadership experience in municipal operations, policy development, economic growth initiatives, and community engagement.

Mrs. Snyder has a diverse professional background that includes serving as the Human & Community Resources Manager and Acting Assistant City Manager for the City of Arvin, where she played a key role in overseeing workforce development, policy implementation, economic development initiatives, and community engagement.

Her expertise includes:

- Successfully planned and executed large-scale community events to foster civic engagement.
- Developed and implemented policies and procedures, coordinated interdepartmental collaborations, and facilitated key projects related to urban planning, economic growth, and land annexation.
- Led major citywide projects, coordinated business alliances, and worked with external stakeholders to enhance community resources and services.
- Served as a liaison for safety and risk management, ensuring compliance with state and federal regulations, overseeing workers' compensation programs, and implementing employee training initiatives.
- Acted as Public Information Officer, drafting press releases, and managing public relations to improve communication between city officials and the community.

Additionally, she has an extensive training in regulatory compliance, policy development, and leadership initiatives.

Given her strong leadership skills, municipal experience, and commitment to public service, Mrs. Snyder is well-equipped to lead the Community Development Department. Her appointment is expected to enhance McFarland's efforts in urban planning, economic development, and community outreach, aligning with the city's goals for sustainable growth and civic engagement.

FINANCIAL IMPACT:

The impact to the budget will be \$105,000 annually plus benefits spread between planning and community development, building inspection, and code enforcement divisions of the General Fund.

RECOMMENDATION:

It is recommended that the City Council approve the employment agreement between the City and Megan Snyder for the position of Community Development Director.

ATTACHMENTS:

1. Community Development Director Agreement 02.05

RESOLUTION NO. 2025-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND MEGAN SNYDER FOR THE COMMUNITY DEVELOPMENT DIRECTOR POSITION.

WHEREAS, the City of McFarland recognizes the need for strong leadership in community development to foster sustainable growth, improve economic opportunities, and enhance community engagement; and

WHEREAS, after a comprehensive recruitment and evaluation process, Megan Snyder, has been identified as the most qualified candidate to serve as the Community Development Director based on her extensive experience in municipal operations, economic development, and community outreach; and

WHEREAS, Megan Snyder, has demonstrated expertise in leadership, urban planning, public policy implementation, and project management, which align with the City's strategic goals and priorities; and

WHEREAS, the Community Development Director shall receive an annual salary of \$105,000, with benefits as provided under the City's employment policies and applicable agreements.

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

1. The City Council hereby approves the employment agreement between the City of McFarland and Megan Snyder for the Community Development Director position..
2. As Community Development Director, Megan Snyder, shall oversee the City's community development programs, economic growth initiatives, urban planning efforts, and public engagement strategies.
3. The City Clerk shall certify to the passage and adoption of this resolution.
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is made on this 5th day of February 2025, by and between the City of McFarland, a Municipal Corporation (“City”), and Megan Snyder (“Snyder”). The City and Snyder are collectively referred to as the “Parties” where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Snyder as the City’s Community Development Director; and

WHEREAS, the position of Community Development Director is an “at will” position, not subject to the City’s personnel rules; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the Parties mutually agree as follows:

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it will hire Snyder as its Community Development Director as of February 10th, 2025 (“Effective Date”). Snyder and the City agree to the terms and conditions of this Agreement. Snyder shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“At-Will” Employment.** Snyder’s employment with City is at the sole will, discretion, and pleasure of the City. The City Manager may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Snyder’s performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

The terms of the City’s personnel rules, policies, procedures, ordinances, or resolutions (collectively “Personnel Policies”) shall not apply to Snyder unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Snyder.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate Snyder’s employment. Subject to State and

Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Snyder.

4. Duties.

a. Community Development Director. Employee accepts employment with the City as its Community Development Director and agrees to perform all functions, duties, and services as promulgated by City regulations and procedures, the City Manager, and the Community Development Director job description, including, but not limited to the following:

- Manage and direct all aspects of the Community Development Department, including planning, building, code enforcement, housing, grants, and economic development.
- Act as the City's Public Information Officer, ensuring consistent and transparent communication with the public and media.
- Supervise and mentor department staff, providing clear directions and evaluating performance to ensure quality outcomes.
- Develop and implement departmental policies, procedures, and objectives.
- Administer and monitor the department's annual operating budget, ensuring financial efficiency and compliance.
- Direct the preparation and implementation of city-wide plans and policies related to development, housing, and zoning.
- Build relationships with businesses at all stages of development, conducting retention and expansion interviews to support growth and sustainability.
- Lead efforts to attract and retain businesses by identifying market opportunities and coordinating resources such as workforce training, financing, and business planning.
- Oversee grant applications and administration, ensuring alignment with community goals and compliance with funding requirements.
- Serve as the City's representative in meetings with the City Council, Planning Commission, and community organizations.
- Facilitate public workshops and community engagement sessions to ensure projects align with residents' needs and priorities.
- Collaborate with regional partners to advance city initiatives and secure funding opportunities.
- Act as the City's Building Official, overseeing inspections and ensuring adherence to safety standards and codes.
- Prepare and present staff reports, analysis, and recommendations to the City Manager, City Council, and other stakeholders.
- Manage contracts for major projects such as General Plan updates and other long-term planning initiatives.
- Performs a variety of other duties as assigned.

- 5. Term.** Except as hereinafter described, the term of this Agreement shall be for one (1) year, annually thereafter. The term of this contract shall automatically renew for an additional one (1) year on the effective date of each subsequent year, unless mutually agreed by both parties to renegotiate the terms of this contract. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

6. **Termination.** Snyder's "at-will" employment as Community Development Director may be terminated as follows:

- a. **Resignation.** If Snyder elects to resign at any time during the term of this Agreement, she may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.
- b. **Retirement.** If Snyder elects to retire, she shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.
- c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Snyder's employment as Community Development Director at any time, "without cause" or advance notice.
- d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Snyder's employment at any time, "with cause." "Cause" shall include, but not be limited to:
 - i. Willful misconduct or gross negligence;
 - ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
 - iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
 - v. Snyder's death; or
 - vi. If Snyder is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision in which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
 - vii. Snyder's permanent disability if such disability precludes Snyder from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

7. **Salary and Benefits.** Snyder's salary and other benefits for all work or services called for under this Agreement shall be as follows:
- A. **Salary.** Commencing on the Effective Date, Snyder's annual salary shall be one hundred and five thousand dollars (\$105,000), which shall be paid in bi-weekly pay periods. Any salary increases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
 - B. **Vacation.** Snyder shall receive eighty (80) hours of vacation leave, commencing on the effective date. At the end of each year of Snyder's employment, any unused vacation hours shall be cashed out prior to her accrual of an additional eighty (80) hours.
 - C. **Sick Leave.** Snyder shall accrue eight (8) hours of sick leave per month of employment. The balance of sick leave shall not exceed any maximum accrual amounts set forth in the City's Employee Handbook. Unused sick leave will not be paid out upon termination or expiration of this Agreement.
 - D. **Administrative Leave.** Snyder shall receive forty (40) hours of administrative leave per year, commencing on the first day of each year of his employment. Administrative leave will not carry over calendar years. At the end of each year of Snyder's employment, any unused hours shall be cashed out prior to her accrual of an additional forty (40) hours.
 - E. **Holiday and Other Leaves.** Snyder shall receive the same leaves, holidays, and other time off as provided to other employees at the City.
 - F. **Health Insurance Benefits.** City shall provide health insurance coverage for Snyder and her family consistent with the health insurance benefits provided to City employees. Snyder may waive this health insurance coverage so long as she has proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
 - G. **Term Life Insurance.** The City shall pay the premiums for a group life insurance policy consistent with the City employee handbook. Snyder shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest in Snyder.
 - H. **Vehicle.** Snyder shall be required to adhere to all City policies and procedures regarding the use of City vehicles.
 - I. **Cell Phone.** City shall provide Snyder with a cell phone purchased by City to be used by Snyder exclusively for performance of her duties under this Agreement and City shall pay the monthly charges for the cell phone data usage. Alternatively, at Snyder's election, City will pay Snyder an allowance of \$50.00 per month for use toward her personal cell phone and data plan. Snyder acknowledges that use of the City provided

cell phone, or her personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

J. Retirement. City represents and Snyder acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Snyder's salary annually to Snyder's 401(k) or deferred compensation retirement account. Snyder shall choose whether she wants the contribution made to her 401(k) or deferred compensation account, or a combination of both.

K. Expenses. City shall reimburse Snyder for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Snyder shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.

8. Bonding and Indemnification. City shall bear the full costs of any fidelity or other bond required of Snyder under any law or ordinance. City shall defend, save harmless and indemnify Snyder from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against her in her individual capacity or in her official capacity as Community Development Director, provided the Claims arise while Snyder is acting within the course and scope of her employment and provided she did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.

9. Evaluation. The City Manager shall evaluate Snyder after the first six (6) months of the Term of this Agreement. The City Manager shall have the right to establish the format and the forms to be used.

10. Notices. Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City
City Manager, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email: dviramontes@mcfarlandcity.org

Snyder
Megan Snyder
12009 Palm Avenue
Bakersfield, CA 93312
Email: megsnyder37@gmail.com

Either party may change her or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

- A. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties’ Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. **Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. **Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.
- F. **Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. **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.
- H. **Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

- J. Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.
- K. Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. Execution.** This Agreement is effective February 10th, 2025. 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.
- M. Non-Interest.** Except for Snyder, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.
- O. Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:
- a.** Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Snyder, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of her office or position.
 - b.** Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of her office or position.
 - c.** Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government

Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of His office or position.

- d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Snyder shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Snyder represents that she has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to her, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

- P. **Independent Legal Advice.** City and Snyder represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Snyder further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

Dated: _____

CITY OF MCFARLAND

By: _____

Saul Ayon

Title: Mayor

Dated: _____

EMPLOYEE

By: _____

Megan Snyder

APPROVED AS TO FORM:

By: _____

Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney

Attachments:

Exhibit A: City of McFarland Position Description – Community Development Director



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 16.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: February 5,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2025-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT WITH FLOCK SAFETY TO ADD ADDITIONAL LICENSE PLATE READER CAMERAS AND SURVEILLANCE CAMERAS AND AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL FUND

SUMMARY:

Since November 23, 2022, the McFarland Police Department has used the Flock camera system in our city to assist with deterring criminal behavior and solving crimes. Flock cameras are stationary cameras placed at strategic locations to capture vehicle movement throughout the city. The camera system uses License Plate Reader technology to conduct checks on license plates which notifies officers and the McFarland Police Communications Center in real time as to the location of wanted or stolen vehicles. Officers and Dispatchers can also conduct searches in the Flock system for vehicles by description only and partial license plates which aids in locating suspect vehicles.

Since the implementation of these LPR cameras, several high profile and violent crimes have been solved. Officers have used this camera system to view and track wanted vehicles which has resulted in at least two homicide's and several other crimes impacting McFarland and the City of Delano.

The Flock camera system has allowed The McFarland Police Department to enhance its efforts by providing increased surveillance as well as coordinating and developing partnerships with other agencies to address these issues. Our Flock cameras are shared with neighboring departments like Delano Police, Bakersfield Police, and the Kern County Sheriff's Office. The addition of these cameras has been critical in investigating criminal and street gang activity between these and other jurisdictions.

Through the extended use of these cameras and officer interactions the McFarland Police Department has realized additional cameras would enhance our investigative capabilities. The police department has worked with Flock Safety professionals to develop additional camera positions that we believe will assist in closing some gaps in our surveillance network.

Originally, the City Council approved the lease of 20 Flock cameras to assist with public safety. We believe the addition of nine more LPR cameras and three high resolution security cameras gaps in our surveillance capabilities will be addressed. These additional camera positions will

allow for the capture of license plates entering and exiting the city with greater accuracy. In addition, we will gain surveillance capabilities covering the city's most traveled areas of commerce.

The additional cameras would be under a two-year contract with Flock Safety beginning when the cameras are installed. The first year (fiscal year 24/25), would incur a cost of \$40,800 with a one-time installation fee of \$5,600. The second year (fiscal year 25/26) would cost the city \$40,800 for the remainder of the contract.

FINANCIAL IMPACT:

The financial impact to the City will be \$46,400 for Fiscal Year 2024/25 and an additional \$40,800 for Fiscal Year 2025/26. A budget adjustment to the General Fund is required to cover the Fiscal Year 2024/25 expenditure.

RECOMMENDATION:

Staff recommends that the City Council discuss and possibly approve the Flock camera system additions and authorize the necessary budget adjustment to the General Fund.

ATTACHMENTS:

1. CA - McFarland PD - Law Enforcement Agreement -

RESOLUTION NO. 2025-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
AN AGREEMENT WITH FLOCK SAFETY TO ADD ADDITIONAL LICENSE PLATE
READER CAMERAS AND SURVEILLANCE CAMERAS AND AUTHORIZING A BUDGET
ADJUSTMENT TO THE GENERAL FUND**

WHEREAS, the City Council approved the budget for fiscal year 2024/2025; and

WHEREAS, the City of McFarland is committed to maintaining a safe and secure community for residents and visitors; and

WHEREAS, the use of License Plate Readers (LPR) and surveillance cameras is recognized as an effective tool for preventing and investigating criminal activity; and

WHEREAS, the McFarland Police Department recognized additional LPR and surveillance cameras would close surveillance gaps and enhance public safety; and

WHEREAS, The City Council wishes to add additional surveillance technology to address the recognized public safety needs; and

WHEREAS, a budget adjustment to the General Fund is required to cover the Fiscal Year 2024/2025 expenditure for the additional cameras and installation.

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

1. The foregoing recitals are true and correct and incorporated herin as if set forth in full.
2. The McFarland Police Department has identified a need to expand surveillance capabilities.
3. The City Council desires to add additional LPR and surveillance cameras to address the surveillance gaps.
4. The City Manager is hereby authorized and directed to make the appropriate budget adjustment to the General Fund.
5. The City of McFarland provides the city manager the authority to execute any documents to carry out the purchase.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on February 5, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				

Anita Gonzalez				
Maria T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

Flock Safety + CA - McFarland PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Lupe Wood
lupe.wood@flocksafety.com
8325998244



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	CA - McFarland PD	Initial Term:	24 Months
Legal Entity Name:	CA - McFarland PD	Renewal Term:	24 Months
Accounts Payable Email:	jarceo@mcfarlandcity.org	Payment Terms:	Net 30
Address:	401 W Kern Avenue Mc Farland, California 93250	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$40,800.00
Flock Safety Bundles			
Dual Solar Falcon® Standard Bundle	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	7	Included
Solar Falcon®	Included	2	Included
Flock Safety Video Products			
Solar Condor PTZ	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00
Professional Services - Solar Bundle Implementation Fee	\$900.00	1	\$900.00
Condor Professional Services - Standard Implementation Fee	\$750.00	2	\$1,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Subtotal Year 1:			\$46,400.00
Annual Recurring Subtotal:			\$40,800.00

Estimated Tax: \$0.00
Contract Total: \$87,200.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$46,400.00
Annual Recurring after Year 1	\$40,800.00
Contract Total	\$87,200.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Dual Solar Falcon® Standard Bundle	Two solar-powered fixed standard-range LPR cameras on the same pole
Solar Falcon®	Standard range license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Condor PTZ	Solar-powered PTZ camera with dual lenses.
Condor Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - McFarland PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____