



McFARLAND CITY COUNCIL

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

Special Meeting Notice and Agenda

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

Thursday, May 22, 2025
3:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
MARTIN GUTIERREZ, *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, Martin Gutierrez
Council Member/Board Member, Anita Gonzalez
Council Member/Board Member, María T. Pérez

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVE AGENDA AS TO FORM

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.

1. Approval of Resolution No. 2025-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A BUDGET ALLOCATION OF \$28,499.47 FOR UTILIZATION OF OPIOID SETTLEMENT AND CHP CANNABIS TAX GRANT FUNDS
2. Approval of Resolution No. 2025-52 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BID AND AWARD OF A CONTRACT TO BOWMAN ASPHALT, INC. IN THE AMOUNT OF \$282,935.50 FOR THE W. KERN AVE REHABILITATION FROM 3RD TO 5TH ST – STPL 5343 (021) PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$99,381.50 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING AND TESTING
3. Approval of Resolution No. 2025-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE PURCHASE OF A 2026 FORD F-650 PB LOADER PATCH TRUCK IN THE AMOUNT OF \$273,974.68
4. Approval of Resolution No. 2025-54 A RESOLUTION OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE MCFARLAND LIONS CLUB FIREWORK STAND BASED ON ORDINANCE SECTION 5.04.190 OF THE MCFARLAND MUNICIPAL CODE
5. Approval of Resolution No. 2025-55 A RESOLUTION OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FOR GRID ALTERNATIVES BASED ON ORDINANCE SECTION 5.04.190 OF THE MUNICIPAL CODE
6. Approval of Resolution No. 2025-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING A GRANT FROM THE KERN COUNCIL OF GOVERNMENTS FOR \$2000.00 TO BE USED FOR THE MCFARLAND BIKE RODEO SAFETY EVENT
7. Approval of Resolution No. 2025-61 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING STAFF TO APPOINT THE CITY'S FIRST MISS MCFARLAND REPRESENTATIVE TO PARTICIPATE IN THE 2026 MISS KERN COUNTY PAGEANT
8. Approval and Adoption of Resolution No. 2025-57 AND AUTHORIZATION OF THE CITY MANAGER TO EXECUTE THE SUBGRANTEE AGREEMENT WITH SELF HELP

ENTERPRISES FOR MANAGEMENT OF THE PERMANENT LOCAL HOUSING
ALLOCATION (PLHA) PROGRAM, 2020 ALLOCATION LOAN MANAGEMENT

9. Approval of Resolution No. 2025-58 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE AGREEMENT WITH ULTREX FOR THE RENTAL OF A DIGITAL COPIER PRINTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A 60 MONTH LEASE.
10. Approval of Resolution No. 2025-60 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PYRO SPECTACULARS, INC. FOR THE 2025 INDEPENDENCE DAY FIREWORKS DISPLAY

ADMINISTRATIVE AGENDA

11. Report and Discuss the City of McFarland' s Preliminary Operating Budget for Fiscal Year 2025/2026. (Listening Session)
 - a. Presentation by Department Heads
 - b. Questions and Answers

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

CLOSED SESSION

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on May 21, 2025 .

Erika De La Cruz

Erika De La Cruz, City Clerk

Diego Viramontes

Diego Viramontes, City Manager

Next Meeting: Regular City Council June 11, 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.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 1.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2025-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A BUDGET ALLOCATION OF \$28,499.47 FOR UTILIZATION OF OPIOID SETTLEMENT AND CHP CANNABIS TAX GRANT FUNDS

SUMMARY:

The opioid epidemic continues to disproportionately affect youth and vulnerable populations in rural communities like McFarland. In response, the City of McFarland is leveraging opioid settlement funds administered by the California Department of Health Care Services (DHCS) to implement targeted prevention and enforcement strategies. These funds are intended to support evidence-based programs, supplies, and staffing directly connected to opioid harm reduction.

The City has received a total of **\$22,394.61** from the **Opioid Settlement Funds** and proposes to supplement the remaining balance of **\$6,104.86** through **Cannabis Tax/CHP grant funds**, resulting in a **total budget allocation request of \$28,499.47**.

PROPOSED EXPENDITURE PLAN:

Category	Budget	Funding Source
Campaign Materials	\$7,695.00	OSF + CHP
NarcX Medication Disposal System	\$2,919.74	OSF
DJI Equipment (Drone & Accessories)	\$1,449.47	OSF
SRO Wages (Summer Coverage)	\$16,435.26	OSF + CHP
Total	\$28,499.47	\$22,394.61 OSF + \$6,104.86 CHP

These efforts were identified through collaboration between city staff and the McFarland Police Department and are consistent with the eligible uses outlined by DHCS for opioid settlement expenditures.

FINANCIAL IMPACT:

The proposed allocation authorizes use of \$22,394.61 in opioid settlement funds currently held by the City. The remaining \$6,104.86 will be covered by the Cannabis Tax/CHP grant fund. No General Fund contributions are anticipated for this allocation.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2025-51, approving the proposed expenditure plan and authorizing the City Manager to implement the budget allocation totaling \$28,499.47.

ATTACHMENTS:

1. opioid settlement funds

RESOLUTION NO. 2025-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A BUDGET ALLOCATION OF \$28,499.47 FOR UTILIZATION OF OPIOID SETTLEMENT AND CHP CANNABIS TAX GRANT FUNDS

WHEREAS, the City of McFarland is the recipient of California Opioid Settlement Funds administered by the Department of Health Care Services (DHCS) for the purpose of addressing the ongoing opioid crisis; and

WHEREAS, the City has accumulated a total of \$22,394.61 in Opioid Settlement Funds and has identified eligible programs and expenditures in compliance with DHCS guidelines; and

WHEREAS, the City will supplement the opioid funding with \$6,104.86 from Cannabis Tax/CHP grant funds to fully fund the proposed budget allocation totaling \$28,499.47; and

WHEREAS, the City of McFarland has identified the following eligible uses for these funds: educational campaign materials, opioid neutralization equipment (NarcX), public safety technology (DJI items), and summer wage coverage for the School Resource Officer (SRO) position;

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 a budget allocation in the amount of \$28,499.47, funded by \$22,394.61 in Opioid Settlement Funds and \$6,104.86 in CHP Cannabis Tax Grant funds.
2. The City Manager is authorized to implement the allocation as outlined, and to execute any related actions necessary to carry out the expenditure of these funds in accordance with DHCS and grant requirements.
3. The City affirms its commitment to compliance with all applicable conditions, reporting, and allowable use criteria related to these funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				

Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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

OPIOID SETTLEMENT FUNDS BUDGET ALLOCATION

May 2025 || Brian Knox, McFarland Chief of Police || Megan Snyder, Community Development Director



OPIOID SETTLEMENT FUNDS OVERVIEW

The City of McFarland has been the recipient of Allocations from the CA Abatement Accounts Fund must be expended on future opioid remediation activities focused on prevention, intervention, harm reduction, treatment, and recovery services in California communities.

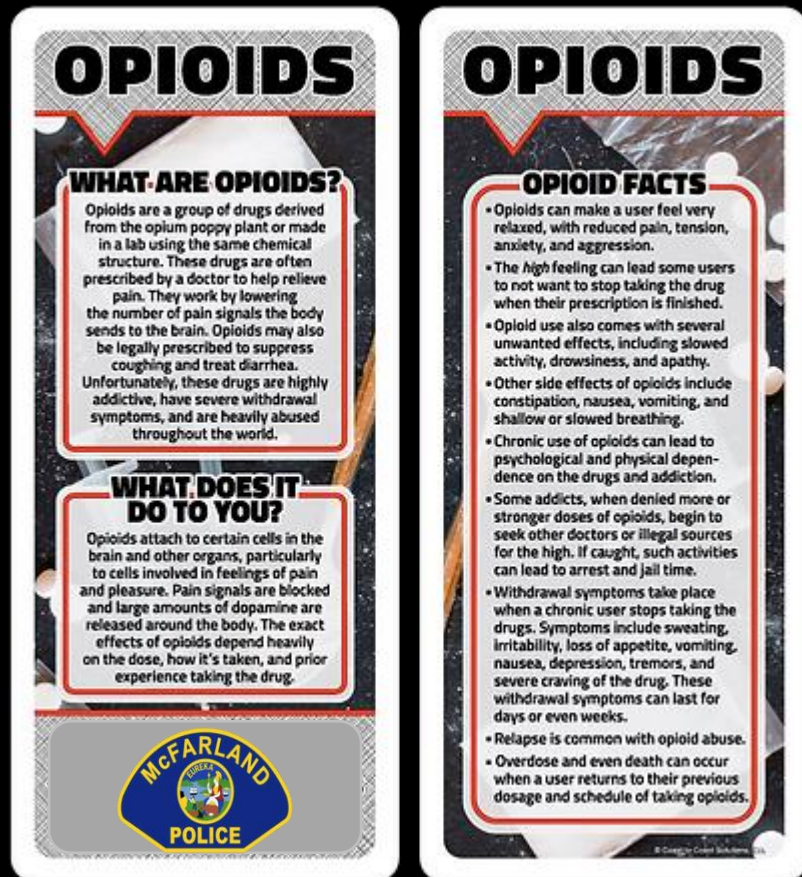
There are several types of allowable expenses within the program. Under the prevention programs type; McFarland will be participating in 4 out of 5 activities. The key focus is surrounding education for the youth in our community, awareness for community members and community drug disposal program.

OSF ALLOWABLE EXPENDITURES CORE STRATEGY

Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for community drug disposal programs; and
4. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

MODERN MARKETING



To make the campaigns more engaging, MPD team procured various items to help children ranging in age understand the dangers and impact of opioids. Everything from coloring books to info cards, the kids of the community are covered. Using these products in conjunction with the custom campaign materials and associated outreach and campaign promotion.

NARCX



NarcX® provides a solution for every need. The patented environmentally-safe solution is the first and only method of on-site destruction that is independently-validated and in strict accordance with DEA, CFR, and EPA policy and guidelines.

This solution provides safe, onsite destruction for Fentanyl, Heroin, Cocaine, Opioids, Meth, THC, CBD rendering it “Non-Retrievable” (Code of Federal Regulations 1300.05)

Non-retrievable means, for the purpose of destruction, the condition or state to which a controlled substance shall be rendered following a process that permanently alters that controlled substance's physical or chemical condition or state through irreversible means and thereby renders the controlled substance unavailable and unusable for all practical purposes. The process to achieve a non-retrievable condition or state may be unique to a substance's chemical or physical properties. A controlled substance is considered “non-retrievable” when it cannot be transformed to a physical or chemical condition or state as a controlled substance or controlled substance analogue. The purpose of destruction is to render the controlled substance(s) to a non-retrievable state and thus prevent diversion of any such substance to illicit purposes.

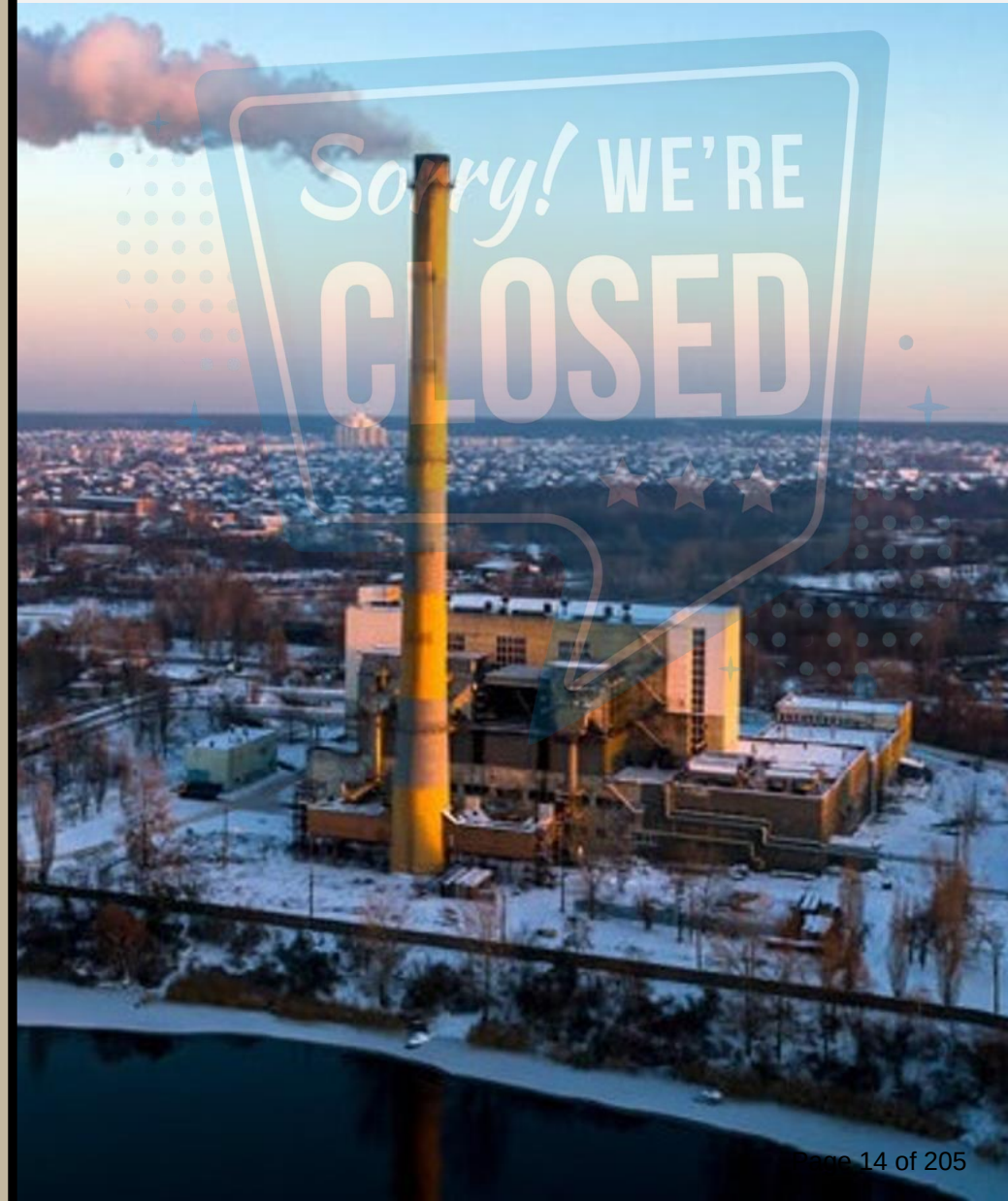
ONLY 2 WAYS TO MEET THE STANDARD

1. On-Site Destruction

2. EPA Approved Incinerator

As of December 2, 2024, there is not a single EPA approved incinerator in California. The next closest is 1000+ miles away in Broken Arrow, OK.

- Violation of EPA rules and regulations to burn in barrels/open pit burns.
- Illegal to bury in a landfill. There have been instances of the drugs being dug up and reselling them.



Simple Maintenance

Visually see when the container is full with easy change out.

Simple Disposal

When container is full, simply seal and throw away into the trash or garbage.

Easy On-Site Destruction

Medication and drugs are delivered directly into the NarcX® solution for immediate on-site destruction.

Durable Structure

Heavy duty steel construction making it durable for even the high traffic areas.

Locking & Bolting to Floor

Kiosk can be easily secured to any floor and locked.



No other on-site method of destruction was in accordance with DEA's CFR strict definition of "Non-retrievable"

Eliminates Stockpiling & Diversion

Eliminates EPA Approved Incinerators (Last Incinerator in California was closed Dec. 2, 2024)

Eliminates Transporting Drugs to EPA Approved Incinerators to other states over 1000 miles away

Eliminates SWAT Teams, Per Diem, Lodging, Trucks

Eliminates Injuries On Duty

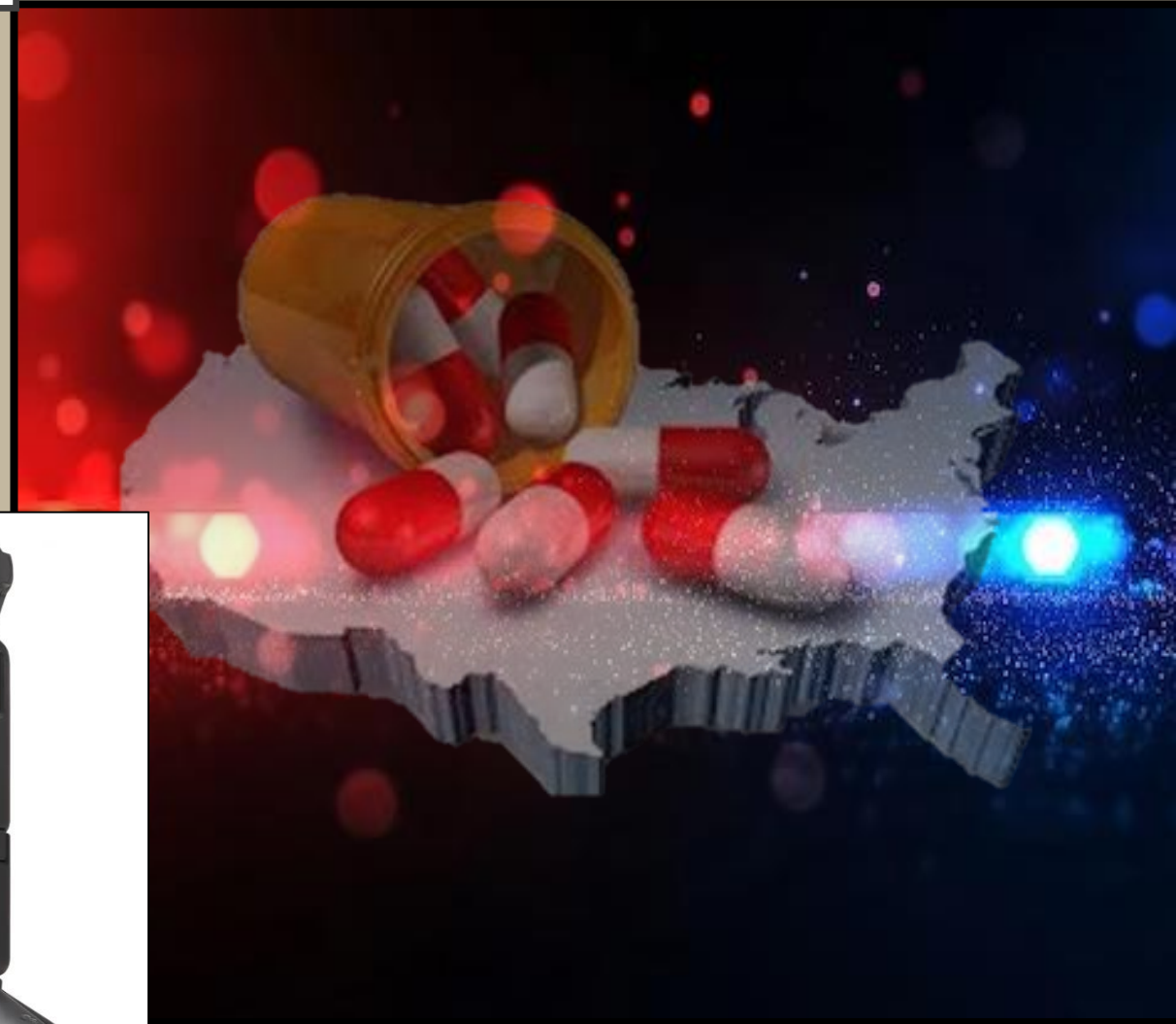
For robust collection needs, the 55-gallon NarcX+® drum meets the demands of high-intake hospitals, military facilities, law enforcement agencies, DEA-registered reverse distributors, and government or tribal take-back programs for the disposal of collected and warehoused narcotics, opiates, or amphetamines awaiting an affordable, mass disposal solution.

- MORE POWERFUL
- LAW ENFORCEMENT VERSION
- CAN RENDER NON-RETRIEVABLE SCHEDULE I DRUGS (Illicit Fentanyl, Heroin, Cocaine, Meth, CBD & THC)
- TAMPER PREVENTATIVE
- CUSTOM SIZING AVAILABLE
- PATENTED FORMULA



DJI EQUIPMENT

With growing the outreach programs, we need more equipment to make the videos and create content for this program. Giving our internal team all the tools to help engage our community members is critical.



SRO STAFF



Throughout the course of the school year, we have a School Resource Officer (SRO) team member that is fully engaged with the students with overall campus safety as well as outreach. This position is fully funded for 9 months out of the year by the McFarland School District. However, for both staff retention and creating the program and associated materials and content, it must be achieved in the summer months in preparation for the school year.

BUDGET BREAKDOWN

Current balance of opioid settlement funds (OSF) received to date:

\$22,394.61

Looking to fund the SRO shortfall with CHP Cannabis Tax Grant funds and Fentanyl Fund

BUDGET ALLOCATION REQUEST

Campaign Materials

\$7,695.00

NarcX:

\$2,919.74

DJI Items:

\$1,449.47

SRO Wages:

\$16,435.26

Overall Total \$28,499.47

QUESTIONS?



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2025-52 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BID AND AWARD OF A CONTRACT TO BOWMAN ASPHALT, INC. IN THE AMOUNT OF \$282,935.50 FOR THE W. KERN AVE REHABILITATION FROM 3RD TO 5TH ST – STPL 5343 (021) PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$99,381.50 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING AND TESTING

SUMMARY:

The City of McFarland was allotted \$429,686 for construction in Federal funds under the Regional Surface Transportation (RSTP) program funding. These RSTP funds are being used for the road rehabilitation at W. Kern Ave. from 3rd St. to 5th St. (See attached site map). The work to be done consists of retrofit of curbs and gutters, sidewalks, cross gutters, curb ramps, cold-plane 3 inches of existing roadway surface, installation of hot mix asphalt; and will upgrade signs, striping, and pavement markings.

On April 23, 2025, at 2:15 PM, sealed bids were opened for this project. A total of six (6) bids were received and opened by the Public Works Director. The following is the tabulation of the bids received:

Bidder	Bid Amount
Bowman Asphalt, Inc.	\$282,935.50
MAC General Engineering	\$287,350.69
Griffith Company	\$299,735.00
Burtch Construction	\$332,313.83
CEN-CAL Construction	\$349,999.99
Granite Construction	\$422,412.00

Attached is the Bid Summary.

The Project Engineer (BHT Engineering, Inc.) has reviewed and qualified the lowest responsible bidder, Bowman Asphalt, Inc. See attached Low Bid Analysis. The City is allowing 30 working days for the contractor to complete the project.

FINANCIAL IMPACT:

Costs:	Bid Construction Total:	\$ 282,935.50
	15% Contingency:	\$ 42,440.50
	Construction Management and Materials	\$ 56,941.00
	Sampling & Testing:	
	Total Construction Phase Cost:	\$ 382,317.00
Funding:	Federal Match (88.53%) - (RSTP):	\$ 338,465.00
	Local Match (11.47%):	\$ 43,852.00

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2025-52 accepting the lowest responsive and responsible Bid, award the project and to execute a construction agreement with Bowman Asphalt, Inc. in the amount of \$282,935.50 for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. – STPL 5343 (021) Project and authorize the City Manager to execute the construction agreement.

Additionally, Staff recommends the approval in the amount of \$42,440.50 for Construction Contingencies and \$56,941.00 for Construction Management and Materials Sampling & Testing; crucial to the successful completion of the project. These funds will be utilized for unforeseen work that may arise during the construction process which was unforeseen at the time of bidding and for Construction Management/Observation to further guarantee that the City and its residents receive a quality product acceptable in quality, nature, and construction method.

ATTACHMENTS:

1. W Kern 3rd to 5th - Bid Summary
2. W Kern - Low Bid Analysis
3. W Kern Ave - Project SITE MAP
4. McFarland - Public Works Contract - W Kern

RESOLUTION NO. 2025-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BID AND AWARD OF A CONTRACT TO BOWMAN ASPHALT, INC. IN THE AMOUNT OF \$282,935.50 FOR THE W. KERN AVE REHABILITATION FROM 3RD TO 5TH ST – STPL 5343 (021) PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$99,381.50 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING AND TESTING

WHEREAS, the bids were reviewed and analyzed by the engineering from BHT Engineering, Inc., for a recommendation of the lowest responsible and responsive bidder. Bowman Asphalt, Inc., with a bid of \$282,935.50 was recommended as the lowest responsive and responsible bidder; and,

WHEREAS, an amount of \$99,381.50 is needed for construction contingencies and Construction Management and Materials Sampling and Testing; and,

WHEREAS, the City Council of the City of McFarland agrees to the terms and conditions of the proposed construction agreement; 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 foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. Authorizes the award of a Construction Agreement to Bowman Asphalt, Inc., for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. – STPL 5343 (021) Project, in the amount of \$282,935.50.
3. Authorizes the City Manager to execute the Construction Agreement.
4. Allocates funds in the amount of \$99,381.50 for up to \$42,440.50 for contingency; and up to \$56,941.00 for Construction Management and Materials Sampling and Testing.
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 May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				

Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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 - BID SUMMARY
W. KERN AVE. REHABILITATION - 3RD ST. TO 5TH ST. - STPL 5343 (021)

BID OPENING: APRIL 23, 2025 @ 2:15 PM

SIX (6) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown

				1		2		3			
				Engineer's Estimate		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672		MAC General Engineering Exeter, CA (559) 592-1888 Lic No. 988712		Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	S.F.	56978	\$0.85	\$ 48,431.30	\$ 0.50	\$ 28,489.00	\$ 0.34	\$ 19,372.52	\$ 0.50	\$ 28,489.00
2	CLASS 2 AGGREGATE BASE	TON	113	\$100.00	\$ 11,300.00	\$ 65.00	\$ 7,345.00	\$ 68.62	\$ 7,754.06	\$ 135.00	\$ 15,255.00
3	TYPE "A" HMA OVERLAY	TON	1099	\$155.00	\$ 170,345.00	\$ 105.00	\$ 115,395.00	\$ 129.79	\$ 142,639.21	\$ 115.00	\$ 126,385.00
4	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	4	\$5,250.00	\$ 21,000.00	\$ 4,250.00	\$ 17,000.00	\$ 6,731.87	\$ 26,927.48	\$ 3,400.00	\$ 13,600.00
5	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	823	\$30.00	\$ 24,690.00	\$ 25.00	\$ 20,575.00	\$ 18.79	\$ 15,464.17	\$ 34.00	\$ 27,982.00
6	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	69	\$65.00	\$ 4,485.00	\$ 120.00	\$ 8,280.00	\$ 61.87	\$ 4,269.03	\$ 58.00	\$ 4,002.00
7	INSTALL 8" THICK RE-STAMPED CONCRETE CROSSWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	639	\$35.00	\$ 22,365.00	\$ 35.00	\$ 22,365.00	\$ 30.66	\$ 19,591.74	\$ 31.00	\$ 19,809.00
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (30"x30")	EA.	1	\$ 5,000.00	\$ 5,000.00	\$ 2,050.00	\$ 2,050.00	\$ 2,248.78	\$ 2,248.78	\$ 2,050.00	\$ 2,050.00
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-3p (18"x6")	EA.	1	\$ 190.00	\$ 190.00	\$ 150.00	\$ 150.00	\$ 164.54	\$ 164.54	\$ 150.00	\$ 150.00
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	331	\$10.00	\$ 3,310.00	\$ 10.50	\$ 3,475.50	\$ 11.52	\$ 3,813.12	\$ 10.50	\$ 3,475.50
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	L.F.	99	\$14.00	\$ 1,386.00	\$ 35.00	\$ 3,465.00	\$ 38.39	\$ 3,800.61	\$ 35.00	\$ 3,465.00
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	44	\$25.00	\$ 1,100.00	\$ 9.00	\$ 396.00	\$ 9.87	\$ 434.28	\$ 9.00	\$ 396.00
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	852	\$4.00	\$ 3,408.00	\$ 7.00	\$ 5,964.00	\$ 7.68	\$ 6,543.36	\$ 7.00	\$ 5,964.00
14	INSTALL 4" WHITE STRIPE - PARKING STALLS - THERMOPLASTIC	L.F.	2947	\$3.35	\$ 9,872.45	\$ 2.00	\$ 5,894.00	\$ 2.19	\$ 6,453.93	\$ 2.00	\$ 5,894.00
15	INSTALL ADA PARKING STALL (STRIPING, MARKINGS, SIGNAGE, WHEEL BUMPER)	EA.	4	\$2,250.00	\$ 9,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,535.75	\$ 6,143.00	\$ 1,400.00	\$ 5,600.00
16	PAINT TOP/FACE OF CURB GRAY COLOR	L.F.	132	\$3.00	\$ 396.00	\$ 6.00	\$ 792.00	\$ 6.58	\$ 868.56	\$ 6.00	\$ 792.00
17	ADJUST/RELOCATE EXISTING SIGN	EA.	4	\$300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 329.09	\$ 1,316.36	\$ 300.00	\$ 1,200.00
18	ADJUST MONUMENT COVER TO NEW GRADE	EA.	1	\$2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,274.74	\$ 1,274.74	\$ 1,500.00	\$ 1,500.00
19	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	40	\$20.00	\$ 800.00	\$ 75.00	\$ 3,000.00	\$ 13.71	\$ 548.40	\$ 100.00	\$ 4,000.00
20	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	\$5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,687.56	\$ 2,687.56	\$ 1,500.00	\$ 1,500.00
21	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$40,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00	\$ 15,035.24	\$ 15,035.24	\$ 28,226.50	\$ 28,226.50
				TOTAL BID: \$385,278.75		\$ 282,935.50		\$ 287,350.69		\$299,735.00	

Date Updated: 04/29/25. By: JMP

Memorandum

Transmitted by email on 05/16/25

yhernandez@mcfarlandcity.org

acabrera@mcfarlandcity.org

pcastillo@mcfarlandcity.org

TO: Yerlys Hernandez
City of McFarland, Public Works Director
401 W. Kern Ave.
McFarland, CA 93250

FROM: Juan M. Pantoja
Project Manager / Engineer

DATE: May 16, 2025

SUBJECT: Low Bid Analysis for the W. Kern Ave. Rehabilitation – 3rd St. to 5th St. – STPL 5343 (021) project.

- A. The City of McFarland received a total of Six (6) bids for the subject project. Bids were opened on April 23, 2025, at 2:15 pm, by the Public Works Director. Bids ranged from a low of \$282,935.50 to a high of \$422,412.00; with an average bid of \$329124.50. The 6 received bids are:

Bidder	Bid Amount
Bowman Asphalt	\$282,935.50
MAC General Engineering	\$287,350.69
Griffith Company	\$299,735.00
Burtch Construction	\$332,313.83
CEN-CAL Construction	\$349,999.99
Granite Construction	\$422,412.00

[Bowman Asphalt, Inc.](#) submitted the low Bid of \$282,935.50, which was about 26% lower than the engineer's estimate of \$385,278.75. The highest bid of \$422,412.00 was about 10% higher than the engineer's estimate.

- B. BHT Engineering, Inc. proceeded to review the lowest bidder, [Bowman Asphalt, Inc.](#), and verified the bidder's proposal as follows:
1. The low bidder submitted the proposal on the required forms and provided all requested information.
 2. The low bidder computed the total amount bid and extended amounts correctly.
 3. BHT Staff verified with the State Contractor's License Board (<http://www.cslb.ca.gov/>) and the California Department of Industrial Relations (<https://www.services.dir.ca.gov/gsp>) that the low bidder and all subcontractors hold current and active State Contractor's Licenses and are registered with the DIR, as follows:

Contractor Name	License No. & Class	License Expiration Date	DIR Regis. No.
Bowman Asphalt, Inc.	862672, A	08/31/2025	1000003010
Chrisp Company	374600, A, C13, C32	05/31/2027	1000000306
Force Traffic Control	790502, C31	04/30/2026	1000005521
BT Trucking, Inc.	n/a – Trucking		1000056089

4. BHT Engineering, Inc. verified that the low bidder's Workers' Compensation Insurance coverage is current.
5. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent is [Travelers Casualty and Surety Company of America](#).
6. BHT Staff verified through the State Department of Insurance website (<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>) that the Bonding Company, [Developers Surety and Indemnity Company](#), is an admitted surety in the State of California.
7. BHT Engineering, Inc. verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists (<https://www.sam.gov/SAM/>; <https://www.dir.ca.gov/dlse/debar.html>)
8. [Bowman Asphalt, Inc.](#) submitted a completed "Exhibit 15-G Construction Contract DBE Commitment" form indicating a 12.3% percent Disadvantaged Business Enterprise (DBE) participation level for this project. BHT Engineering, Inc. verified that the subcontractors listed as DBE firms are currently certified DBE. The following listed DBE prime contractor is registered with the California Unified Certification Program, <https://dot.ca.gov/programs/civil-rights>.
 - Double E Transportation, Inc. (Firm DBE ID: 51034).
 - BT Trucking, Inc. (Firm DBE ID: 45186).
 - Force Traffic Control (Firm DBE ID: 29335).
9. The City's DBE goal (contract goal) for this project is 22%. Contractors need to achieve the DBE goal or demonstrate good faith efforts (GFE) toward achieving the goal in order to be eligible for contract award. [Bowman Asphalt, Inc.](#) has committed a 12.3% DBE participation for this project.

The efforts of the bidder were reviewed by the project Engineer from the information provided in Exhibit 15-H: Proposer/Contractor Good Faith Efforts signed and submitted by [Bowman Asphalt, Inc.](#) It was determined that the Low Bidder did demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in the evaluation memorandum.

10. The low bidder has successfully completed several recent projects in Southern California, including several projects here in McFarland.

C. Recommendation of Award:

[Bowman Asphalt, Inc.](#) is the lowest responsive bidder based on the stated basis of award. If a construction contract is awarded, it is recommended that the contract be awarded to [Bowman Asphalt, Inc.](#)

Attachments: Bid Summary
Bid Opening Checklist
Contractor's License verification
Contractor and Subcontractor's (DIR) Registration number
Bonding Company Information
DBE GFE Memorandum
System for Award Management (SAM) report
DLSE Debarments list

CITY OF MCFARLAND - BID SUMMARY
W. KERN AVE. REHABILITATION - 3RD ST. TO 5TH ST. - STPL 5343 (021)

BID OPENING: APRIL 23, 2025 @ 2:15 PM

SIX (6) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown

				1		2		3			
				Engineer's Estimate		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672		MAC General Engineering Exeter, CA (559) 592-1888 Lic No. 988712		Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	S.F.	56978	\$0.85	\$ 48,431.30	\$ 0.50	\$ 28,489.00	\$ 0.34	\$ 19,372.52	\$ 0.50	\$ 28,489.00
2	CLASS 2 AGGREGATE BASE	TON	113	\$100.00	\$ 11,300.00	\$ 65.00	\$ 7,345.00	\$ 68.62	\$ 7,754.06	\$ 135.00	\$ 15,255.00
3	TYPE "A" HMA OVERLAY	TON	1099	\$155.00	\$ 170,345.00	\$ 105.00	\$ 115,395.00	\$ 129.79	\$ 142,639.21	\$ 115.00	\$ 126,385.00
4	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	4	\$5,250.00	\$ 21,000.00	\$ 4,250.00	\$ 17,000.00	\$ 6,731.87	\$ 26,927.48	\$ 3,400.00	\$ 13,600.00
5	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	823	\$30.00	\$ 24,690.00	\$ 25.00	\$ 20,575.00	\$ 18.79	\$ 15,464.17	\$ 34.00	\$ 27,982.00
6	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	69	\$65.00	\$ 4,485.00	\$ 120.00	\$ 8,280.00	\$ 61.87	\$ 4,269.03	\$ 58.00	\$ 4,002.00
7	INSTALL 8" THICK RE-STAMPED CONCRETE CROSSWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	639	\$35.00	\$ 22,365.00	\$ 35.00	\$ 22,365.00	\$ 30.66	\$ 19,591.74	\$ 31.00	\$ 19,809.00
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (30"x30")	EA.	1	\$ 5,000.00	\$ 5,000.00	\$ 2,050.00	\$ 2,050.00	\$ 2,248.78	\$ 2,248.78	\$ 2,050.00	\$ 2,050.00
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-3p (18"x6")	EA.	1	\$ 190.00	\$ 190.00	\$ 150.00	\$ 150.00	\$ 164.54	\$ 164.54	\$ 150.00	\$ 150.00
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	331	\$10.00	\$ 3,310.00	\$ 10.50	\$ 3,475.50	\$ 11.52	\$ 3,813.12	\$ 10.50	\$ 3,475.50
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	L.F.	99	\$14.00	\$ 1,386.00	\$ 35.00	\$ 3,465.00	\$ 38.39	\$ 3,800.61	\$ 35.00	\$ 3,465.00
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	44	\$25.00	\$ 1,100.00	\$ 9.00	\$ 396.00	\$ 9.87	\$ 434.28	\$ 9.00	\$ 396.00
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	852	\$4.00	\$ 3,408.00	\$ 7.00	\$ 5,964.00	\$ 7.68	\$ 6,543.36	\$ 7.00	\$ 5,964.00
14	INSTALL 4" WHITE STRIPE - PARKING STALLS - THERMOPLASTIC	L.F.	2947	\$3.35	\$ 9,872.45	\$ 2.00	\$ 5,894.00	\$ 2.19	\$ 6,453.93	\$ 2.00	\$ 5,894.00
15	INSTALL ADA PARKING STALL (STRIPING, MARKINGS, SIGNAGE, WHEEL BUMPER)	EA.	4	\$2,250.00	\$ 9,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,535.75	\$ 6,143.00	\$ 1,400.00	\$ 5,600.00
16	PAINT TOP/FACE OF CURB GRAY COLOR	L.F.	132	\$3.00	\$ 396.00	\$ 6.00	\$ 792.00	\$ 6.58	\$ 868.56	\$ 6.00	\$ 792.00
17	ADJUST/RELOCATE EXISTING SIGN	EA.	4	\$300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 329.09	\$ 1,316.36	\$ 300.00	\$ 1,200.00
18	ADJUST MONUMENT COVER TO NEW GRADE	EA.	1	\$2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,274.74	\$ 1,274.74	\$ 1,500.00	\$ 1,500.00
19	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	40	\$20.00	\$ 800.00	\$ 75.00	\$ 3,000.00	\$ 13.71	\$ 548.40	\$ 100.00	\$ 4,000.00
20	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	\$5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,687.56	\$ 2,687.56	\$ 1,500.00	\$ 1,500.00
21	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$40,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00	\$ 15,035.24	\$ 15,035.24	\$ 28,226.50	\$ 28,226.50
				TOTAL BID: \$385,278.75		\$ 282,935.50		\$ 287,350.69		\$299,735.00	

Date Updated: 04/29/25. By: JMP

CITY OF MCFARLAND - BID OPENING CHECKLIST

Project Name: W. Kern Ave. Rehabilitation – 3rd St. to 5th St. – STPL 5343 (021)

Bid Opening Date and Time: April 23, 2025 @ 2:15pm

Bids Opened by: Yerlys Hernandez

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Burtch Construction	4/23/25	✓	✓	✓	✓	\$332,313.82
Cen-Cel Construction	4/23/25	✓	✓	✓	✓	\$349,999.99
Mac General Engineering	4/23/25	✓	✓	✓	✓	\$287,350.69
Granite Construction	4/23/25	✓	✓	✓	✓	\$422,412.00
Bowman Asphalt	4/23/25	✓	✓	✓	✓	\$282,935.50
Griffith Company	4/23/25	✓	✓	✓	✓	\$299,735.00



I, Erika De La Cruz, hereby state that at 2:15 p.m. on April 23, 2025, there was an opening of bids received pertaining to the above named project in the City of McFarland.

Erika De La Cruz
Signature

City Clerk
Title

4/23/2025
Date



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 862672

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/8/2025 3:47:49 PM

Business Information

BOWMAN ASPHALT INC
3333 GIBSON STREET
BAKERSFIELD, CA 93308
Business Phone Number:(661) 334-1356

Entity Corporation
Issue Date 08/10/2005
Expire Date 08/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100737606

Bond Amount: \$25,000

Effective Date: 04/28/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100737616** for JOSE LUIS HERNANDEZ in the amount of **\$25,000** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Effective Date: 05/17/2023

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [FEDERAL INSURANCE COMPANY](#)

Policy Number: 54309525

Effective Date: 10/01/2023

Expire Date: 10/01/2025

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 374600

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/8/2025 3:50:00 PM

Business Information

CHRISP COMPANY
PO BOX 1368
FREMONT, CA 94538
Business Phone Number:(510) 656-2840

Entity Corporation
Issue Date 05/16/1979
Expire Date 05/31/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C13 - FENCING](#)
- ▶ [C32 - PARKING AND HIGHWAY IMPROVEMENT](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [HARTFORD FIRE INSURANCE COMPANY](#).

Bond Number: 57BSBIA6781

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ROBERT PAUL CHRISP certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 01/01/1980



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 790502

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/8/2025 3:53:44 PM

Business Information

FORCE TRAFFIC CONTROL INC
P O BOX 1107
EXETER, CA 93221
Business Phone Number:(559) 562-1062

Entity Corporation
Issue Date 01/26/2001
Reissue Date 04/06/2004
Expire Date 04/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).
Bond Number: 104202359
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ERIC PRESTON MCKELLAR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 12/13/2016

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)
Policy Number: 9132170
Effective Date: 01/01/2017
Expire Date: 01/01/2026
[Workers' Compensation History](#)

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	DBA Name	Craft Name
1000003010	Bowman Asphalt, Inc.	7/1/2023	6/30/2025	Active	Bowman Asphalt, Inc.	Cement Mason, Laborer, Parking/Highway/Improvement, Operating Engineer, General Engineering
1000000306	Chrisp Company	7/1/2022	6/30/2025	Active	Chrisp Company	Parking/Highway/Improvement
1000005521	Force Traffic Control	7/1/2024	5/30/2026	Active	Force Traffic Control	Labor and Related Classifications, Parking/Highway/Improvement
1000056089	BT Trucking, Inc.	7/1/2024	6/30/2026	Active		

Company Profile

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE
HARTFORD, CT 06183

Old Company Names

Effective Date

AETNA CASUALTY & SURETY COMPANY OF AMERICA 07/01/1997

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

[back to top](#)



Memorandum

Date: May 12, 2025

To: **PROJECT FILE (BHT # 24606)**

Project Number: W. Kern Ave. Rehabilitation from 3rd St. to 5th St. - STPL 5343 (021)
Bid Opening Date: April 23, 2025
Bidder: Bowman Asphalt, Inc.
Type of Work: Pavement Rehabilitation
Bid Amount: \$282,935.50

From: **City of McFarland**

Subject: Evaluation of Good Faith Effort

The City of McFarland established a Disadvantaged Business Enterprise (DBE) goal of **22** percent for this contract. The bidder commits **12.3** percent DBE participation.

The City of McFarland's evaluation of the apparent low bidder's Good Faith Efforts is based on Section 9.8 of the Local Assistance Procedures Manual and Appendix A to Part 26, Title 49 of the Code of Federal Regulations. The efforts of the bidder were reviewed by the City of McFarland from the information provided in Exhibit 15-H: Proposer/Contractor Good Faith Efforts signed and submitted by **Bowman Asphalt, Inc.**

The City of McFarland determined that the Low Bidder **did** demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in this evaluation.

EVALUATION

A. Items of work the bidder made available to DBE firms

[Describe the work and approximate dollar amount, as a percentage of total work, made available to DBEs by the Low Bidder. If the bidder did not make enough work available to meet the goal, the bidder definitely did not make adequate efforts to meet the goal. The amount of work made available relative to the goal is generally positively correlated with the adequacy of the bidder's Good Faith Efforts.]

Per the GFE documentation provided, work made available to DBEs is as follows:

ITEM NO.	ITEM DESCRIPTION	Percentage
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	6.58%
2	CLASS 2 AGGREGATE BASE	2.29%
3	TYPE "A" HMA OVERLAY	37.10%
4	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	1.45%
5	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	3.29%

6	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	1.39%
7	INSTALL 8" THICK RE-STAMPED CONCRETE CROSSWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	3.77%
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (30"X30")	0.72%
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-3p (18"X6")	0.05%
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	1.23%
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	1.22%
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	0.14%
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	2.11%
14	INSTALL 4" WHITE STRIPE - PARKING STALLS - THERMOPLASTIC	2.08%
15	INSTALL ADA PARKING STALL (STRIPING, MARKINGS, SIGNAGE, WHEEL BUMPER)	1.98%
16	PAINT TOP/FACE OF CURB GRAY COLOR	0.28%
17	ADJUST/RELOCATE EXISTING SIGN	0.42%
18	ADJUST MONUMENT COVER TO NEW GRADE	0.72%
19	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	0.73%
20	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	0.68%
21	TEMPORARY TRAFFIC CONTROL	8.53%
	Total=	76.78%

The amount of work made available to DBE's is more than the project DBE goal of **22%** and it is sufficient to meet the goal.

[Did the Low Bidder separate the work into economically feasible units to facilitate DBE participation?]

Yes, the bidder separated the work into different categories of work that were economically feasible to facilitate DBE participation.

B. Solicitation effort documentation

[Document the number of DBEs originally contacted by the Low Bidder and the dates and number of follow-up solicitations and determine if sufficient time was allowed for the DBEs to respond.]

Number of DBE's contacted:

The bidder sent written notices, via fax, to 93 firms, as shown on the backup documentation provided. The bidder attempted to fax the invitation to another 72 firms, yet the fax was not successful, as shown on the backup documentation provided.

Date of Solicitations:

The bidder sent the initial contact on 04/22/25, via fax to 93 DBE firms.

The bidder followed up with an email to 3 firms, as shown on the submitted GFE documentation. One DBE firm, BT Trucking, Inc., was contacted on 04/22/25. It shall be noted that two (2) firms, Super Seal & Stripe and Harker Striping, contacted via email on 04/23/25 are not listed on the California Unified Certification Program (CUCP) database.

It appears that DBEs were given sufficient time to respond from the initial date of solicitation, because the bidder received one bid from BT Trucking, Inc., which is listed on Exhibit 15-G.

[Document if the Low Bidder solicited through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices, etc.) to all certified DBEs who have the capability to perform the work of the contract?]

The bidder utilized reasonable and available means of solicitation (fax and email). The bidder advertised in DBE Good Faith at <https://www.dbegoodfaith.com/>. This site advertised in two (2) publications. 1) Focus Journal, 2) Trade Journal; published on 04/11/25 to 04/23/25.

[Did the Low Bidder provide proof of the aforementioned items?]

Yes, the bidder has provided a copy of the advertisements. The bidder also provided a copy of initial fax invitation and email communications.

[How many of the DBEs solicited are capable of performing the work identified in A? Use the California Unified Certification Program online database at: <https://californiaucp.dbesystem.com/>

The marked area used is Caltrans District 6: Counties of Fresno, Kern, Kings and Tulare. There were a total of 130 firms in the market area, for the work identified in A, per the DBE query done by the City on 05/06/25. The low bidder successfully contacted a total of 88 firms capable of performing the work identified in A.

C. Rejected DBE documentation

[How many DBE quotes were accepted or rejected by the Low Bidder? Why were the quotes rejected?]

There were three (3) quotes received from DBE firms, all 3 were accepted. The quote from Double E Transportation (ID 51034) was accepted to supply liquid asphalt oil; and the quote from Force Traffic Control (ID 29335) was accepted to do Traffic Control; and the quote from BT Trucking, Inc. (ID 45186) as accepted for trucking services.

[Was/were quote(s) rejected when it was only marginally higher and could have substantially increased the DBE commitment or even allow it to meet the DBE goal?]

There were no rejected DBE quotes.

D. Publication effort made to advertise the projects to include DBE participation

[What publications were used and when to request DBE participation for this the project? Did Low Bidder provide copies of publications?]

The bidder advertised in two (2) publications. 1) Focus Journal, 2) Trade Journal; published on 04/11/25 to 04/23/25, as shown in the submitted GFE documentation.

E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs

[Did the Low Bidder contact other organizations for outreach to encourage DBE participation on the contract?]

Per the submitted GFE documentation the bidder contacted the following agencies:

- California Unified Certification Program (CUCP) – DBE Query on 04/21/25.
<https://californiaucp.dbesystem.com/>

The bidder sent faxes to the following agencies:

- Bakersfield Chamber of Commerce @ (661) 327-8751
- Kern County Hispanic Chamber of Commerce @ (661) 633-5499
- U.S. Small Business Administration-Federal @ (559) 487-5636

F. Efforts to provide information about the plans, specifications, and contract requirements

[Did the Low Bidder provide contract information to interested DBEs and were these listed in their Good Faith Efforts?]

The submitted GFE documentation shows that the bidder notified DBEs about plans and specs and contract information. Plans and specs were made available to DBE's online and via email.

G. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services

[Did the Low Bidder provide references to the DBEs and were these listed in the GFE?]

The submitted GFE documentation shows that the invitation to bid allowed DBE firms to contact the bidder for assistance in obtaining bonds, lines of credit, insurance, bonds, equipment, supplies, and technical assistance.

H. Additional data to support a demonstration of good faith effort

[Was any more information provided by the Low Bidder to demonstrate a Good Faith Effort?]

In response to this, the bidder reiterated the invitation to bid that was sent to DBEs, and claims they try to give all subcontractors as much information as necessary to access plans and specs and make sending a quote easy.

[Did the 2nd or 3rd low bidder meet the goal or get substantially more DBE commitment than the apparent low bidder? When an apparent low bidder fails to meet the goal and other bidders meet the goal, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.]

The 2nd lowest bidder, MAC General Engineering, did not meet the project's DBE goal commitment of 22% as shown on the submitted Exhibit 15-G, it only committed to 0.0033%.

The 3rd lowest bidder, Griffith Company, did not meet the project's DBE goal commitment of 22% as shown on the submitted Exhibit 15-G, it only committed to 8.7%.

Review of the submitted Exhibit 15-H, "DBE Information – Good Faith Efforts," by **Bowman Asphalt, Inc.** show the following:

1. The bidder separated the work into different categories of work that were economically feasible to facilitate DBE participation.
2. The bidder utilized reasonable and available means of solicitation to contact DBEs.
3. The bidder was aggressively trying to obtain sufficient DBE participation, by contacting 88 firms capable of performing the work identified in A.
4. The bidder made plans and specs readily available to listed DBE firms.

In conclusion, the submitted documentation does demonstrate that a good faith effort on behalf of the lowest bidder, **Bowman Asphalt, Inc.**, was undertaken to meet the DBE participation goal.

FINDING OF THE CITY OF McFARLAND

The **City of McFarland** finds that the Low Bidder **did** demonstrate Good Faith Efforts to meet the DBE contract goal for the reasons cited in this evaluation.

Submitted by:



Juan M. Pantoja
Resident Engineer

Approved by:

Yerlys Hernandez



Yerlys Hernandez
City of McFarland – Public Works Director

[<](#) Core Data

[Actions](#) 

Entity Registration

> Core Data

[Business Information](#)
[Entity Types](#)
[Financial Information](#)
[Points of Contact](#)
[Assertions](#)
[Reps and Certs \(FAR/DFARS\)](#)
[Reps and Certs \(Financial Assistance\)](#)
[Exclusions](#)
[Responsibility / Qualification](#)

BOWMAN ASPHALT, INC. ● Active Registration

Unique Entity ID CAGE/NCAGE
FBV7ZPUAHU17 0WRW2

Expiration Date

Aug 28, 2025

Physical Address

**3333 Gibson ST
 Bakersfield, California
 93308-5255, United States**

Mailing Address

**3333 Gibson Street
 Bakersfield, California
 93308-5255, United States**

Purpose of Registration

All Awards

Version

Current Record 

Entity Information

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the "Period of Debarment" for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	9/13/24 through 9/13/27 Decision SC 7278 The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	9/27/2021 through 9/26/2022 Decision LB 6333
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON CSLB License Number: 291013 and 84801	5/21/2021 through 5/20/2024 Decision LB 6629
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC. CSLB License Number: 975222	3/1/2020 through 3/1/2023 Decision LB 5590
Avi Shechter, Individually DBA Avi Shechter CSLB Number: 908891 and 1018353	5/6/2019 through 5/5/2022 Decision LB 6328
Patrick Kim, Individually DBA Ritecon Plumbing CSLB Number: 991018	8/21/2018 through 8/20/2019 Decision LB 6762
Bighorn Construction, Inc. CSLB Number: 597866	5/5/2018 through 5/4/2021 Decision LB 6658
Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction CSLB Number: 714836	6/15/2018 through 9/16/2019 Decision LB 5267



RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266 
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	2/1/2017 through 1/31/2020 Decision 40-48480-516 
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	4/3/2018 through 10/3/2019 Decision SC 6390 
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207 
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517 
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	10/31/16 through 10/30/19 Decision LB 6270 
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037 
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	6/01/16 through 5/31/17 Decision LB 5533 
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company CSLB Number: #765312	2/15/16 through 8/15/17 Decision SC 5714 
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	4/1/44 through 3/31/47 Decision LB5742  4/1/41 through 3/31/44 Decision LB5665  4/1/36 through 3/31/39 Decision LB5740  4/1/33 through 3/31/37 Decision LB5651  4/1/33 through 3/31/37 Decision LB5739 

	4/1/24 through 3/31/27 Decision LB5741  4/1/30 through 3/31/33 Decision LB5743  4/1/27 through 3/31/30 Decision LB5666  4/1/21 through 3/31/24 Decision LB5667  4/1/18 through 3/31/21 Decision LB5668  4/01/15 through 3/31/18 Decision LB5345 
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756 
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659 
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800 
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision LB 5596 
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual	2/01/15 through 1/31/18 Decision LB5 171 
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision LB 5323 
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision LB 5466, LB5467, LB5468 & LB5520 
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision 40-40508-522 & 44-40509-522 
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision SC 5539 



Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision SC 5518 
Dick Emard Electric, dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521 
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495 
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521 
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision SAC 5492 
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	8/4/14 through 8/3/17 Decision SAC 5506 
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision SAC 5308 
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision LB 4202 
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision LB 4484 
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision LB5175 
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision SC 5309 
Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308	5/15/2013 through 5/15/2014 Decision SAC 1039  

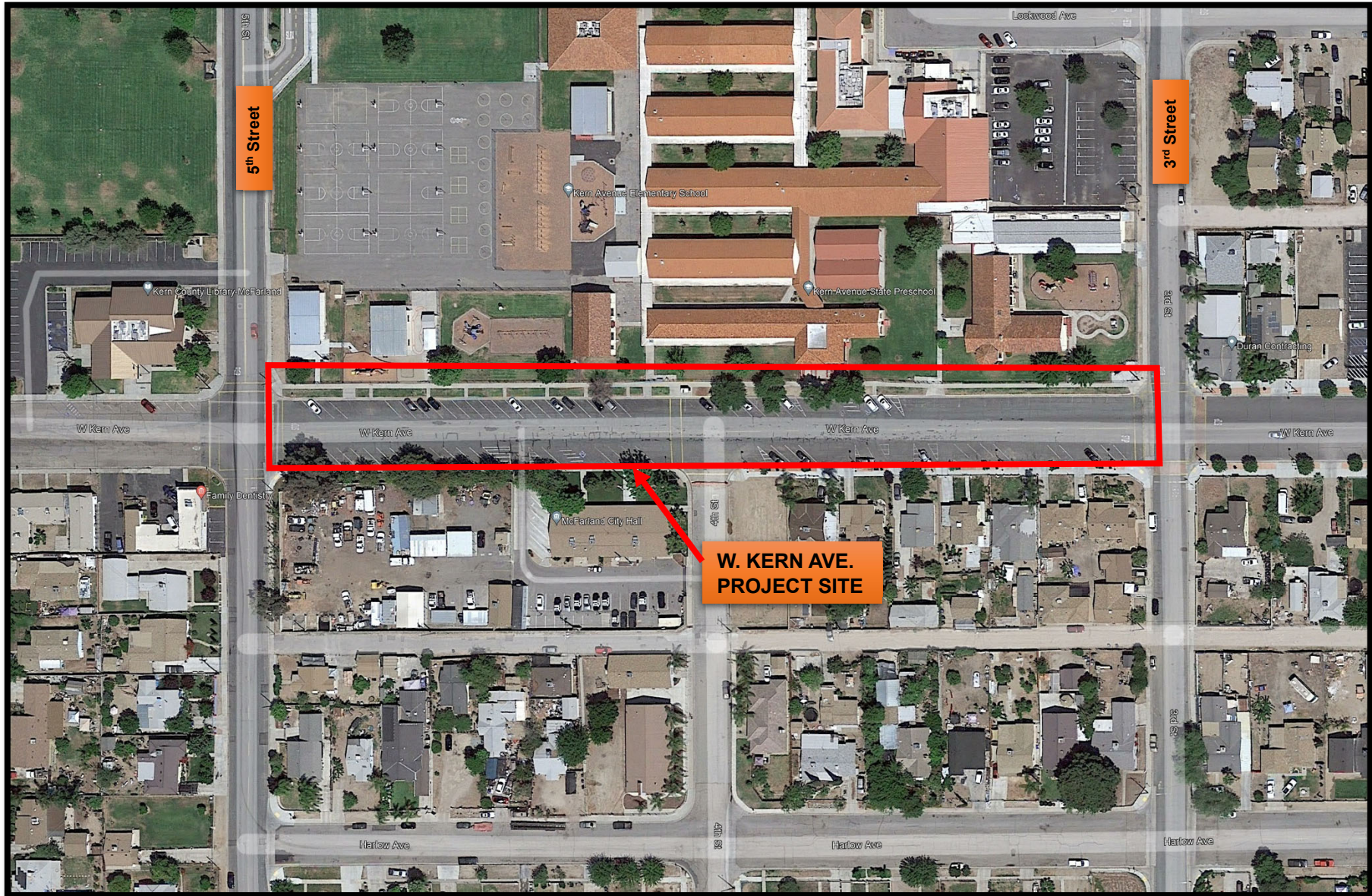
CLSB#710322	
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision SAC 5175 
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198 
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160 
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095 
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision se 5013 
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision SC 5053  Addendum SC 5053 
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	7/1/10 through 6/30/13 Decision SAC 5012 
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	4/19/10 through 4/18/13 Decision SAC 1064 
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	3/18/10 through 3/17/13 Decision SAC 1058 

S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision SAC 1052 
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	8/5/09 through 8/4/12 Decision SAC 1042 
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlinicy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision SAC 1040 
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision SAC1037 

Updated: November 2024



KERN COUNCIL OF GOVERNMENTS
Regional Surface Transportation Program (RSTP)
2023 PROJECT APPLICATION



CITY OF McFARLAND – W. KERN AVE. REHABILITATION – SITE MAP

AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

Bowman Asphalt, Inc.

AGREEMENT NO. _____

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
Bowman Asphalt, Inc**

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into this 22th day of May 2025 by and between the CITY OF MCFARLAND, a municipal corporation (“City”) and Bowman Asphalt, Inc., 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 W. Kern Ave. Rehabilitation from 3rd St. to 5th St. – STPL 5343 (021) (“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 **Two Hundred Eighty-Two Thousand Nine Hundred Thirty-Five dollars and Fifty cents (\$282,935.50)** ("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 **Thirty (30)** consecutive working 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 **ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00)** 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:
BOWMAN ASPHALT, INC.

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

PAGE 1 OF 2

BID SCHEDULE

W. Kern Ave. Rehabilitation
3rd St. to 5th St.
STPL 5343 (021)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE, HAUL-OFF EXCESS MATERIALS	S.F.	56978	.50	28,489-
2	CLASS 2 AGGREGATE BASE	TON	113	65-	7,345-
3	TYPE "A" HMA OVERLAY	TON	1099	105-	115,395-
4	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	4	4,250-	17,000-
5	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	823	25-	20,575-
6	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	L.F.	69	120-	8,280-
7	INSTALL 8" THICK RE-STAMPED CONCRETE CROSSWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	639	35-	22,365-
8	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (30"X30")	EA.	1	2,050-	2,050-
9	FURNISH AND INSTALL "ALL WAY" SIGN - R1-3p (18"X6")	EA.	1	150-	150-
10	INSTALL 12" SOLID LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	331	10.50	3,475.50
11	INSTALL 24" SOLID CROSSWALK LINE - THERMOPLASTIC	L.F.	99	35-	3,465-
12	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	44	9-	396-
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	852	7-	5,964-
14	INSTALL 4" WHITE STRIPE - PARKING STALLS - THERMOPLASTIC	L.F.	2947	2-	5,894-
15	INSTALL ADA PARKING STALL (STRIPING, MARKINGS, SIGNAGE, WHEEL BUMPER)	L.S.	4	1,400-	5,600-
16	PAINT TOP/FACE OF CURB GRAY COLOR	L.F.	132	6-	792-

INCLUDE WITH BID

BID SCHEDULE - continuation
W. Kern Ave. Rehabilitation
3rd St. to 5th St.
STPL 5343 (021)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
17	ADJUST/RELOCATE EXISTING SIGN	EA.	4	300-	1,200-
18	ADJUST MONUMENT COVER TO NEW GRADE	EA.	1	2,500-	2,500-
19	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	40	75-	3,000-
20	PREPARE AND IMPLEMENT EROSION CONTROL PLAN	L.S.	1	2,000-	2,000-
21	TEMPORARY TRAFFIC CONTROL	L.S.	1	27,000-	27,000-

TOTAL BID: \$ 282,935.⁵⁰

Acknowledgment of Addenda
Addendum No. Initial

1 JH

Signature

Jose L. Hernandez / Vice President

Printed Name / Title

Bowman Asphalt, Inc.

Company

862672 - 08/31/2025

Contractor's License Number / Expiration Date

Selection of Bidder

Selection of bidder shall be based on the lowest responsible **BID**. The City has the option to reject all bids with or without cause. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown. Bid shall include all taxes, permits, bonds, licenses, fees, shipping, installation and mobilization costs.

INCLUDE WITH BID

EXHIBIT B

SPECIAL REQUIREMENTS

FHWA-1273
Title VI Assurances
The Cargo Preference Act (CPA)
Federal Minimum Wage Rates

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII.SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Title VI Assurances

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY,

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FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The Cargo Preference Act (CPA) requires that "... at least 50 percent of any equipment, materials, or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available."

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Maintain records and submit reports documenting your performance under this section

Prohibition Of Certain Telecommunications And Video Surveillance Equipment And Services

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

FEDERAL MINIMUM WAGE RATES

Note: If there is a difference between the minimum wage rates predetermined by the U.S. Department of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

"General Decision Number: CA20250020 03/21/2025

Superseded General Decision Number: CA20240020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/14/2025
7	03/21/2025

ASBE0005-001 09/01/2023

INYO AND KERN

Rates Fringes

Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....\$ 36.97 20.36
Insulator/asbestos worker
(Includes the application of
all insulating materials,
protective coverings,

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coatings & finishes to all
types of mechanical systems).....\$ 49.58 25.27

ASBE0005-005 07/04/2022

INYO AND KERN

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 23.52 13.37

ASBE0016-003 01/01/2024

MONO

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 64.56 25.07

BOIL0092-005 01/01/2024

INYO AND KERN

Rates Fringes

BOILERMAKER.....\$ 51.98 42.11

BOIL0549-003 01/01/2021

MONO COUNTY

Rates Fringes

BOILERMAKER.....\$ 45.60 38.99

* BRCA0004-005 05/01/2024

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 45.53 20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

* BRCA0018-010 09/01/2024

Rates Fringes

TERRAZZO FINISHER.....\$ 42.11 14.67
TERRAZZO WORKER/SETTER.....\$ 49.62 15.26

BRCA0018-011 06/01/2023

Rates Fringes

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TILE LAYER.....	\$ 48.29	19.18
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BRCA0018-012 06/01/2024

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 51.03	16.28
(02) Millwright.....	\$ 52.10	16.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 51.73	16.28
(04) Shingler (Commercial).....	\$ 51.17	16.28
(05) Table Power Saw Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0428-001 12/30/2024

Rates Fringes

CABLE SPLICER

China Lake Naval Weapons
Center, Edwards AFB.....\$ 71.07 3%+20.19
Remainder of Kern County....\$ 62.32 3%+20.19

ELECTRICIAN

China Lake Naval Weapons
Center, Edwards AFB.....\$ 65.40 3%+20.19
Remainder of Kern County....\$ 53.65 3%+20.19

ELEC0428-003 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

Rates Fringes

Communications System

Installer
China Lake Naval Weapons
Center.....\$ 54.30 3%+19.64
Edwards AFB.....\$ 50.79 3%+19.64
KERN COUNTY.....\$ 44.66 3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2024

INYO AND MONO

Rates Fringes

ELECTRICIAN.....\$ 53.15 3%+27.48

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

ELEC1245-001 01/01/2025

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 70.16 24.71
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....\$ 53.30 22.26
(3) Groundman.....\$ 40.76 21.76

(4) Powderman.....\$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

Rates Fringes

ELEVATOR MECHANIC.....\$ 69.43 38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

Rates Fringes

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

Rates Fringes

OPERATOR: Power Equipment (All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80

GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dump jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or

similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber-tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in

a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2025

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.75	34.45

PREMIUM PAY:

\$9.00 additional per hour at the following locations: China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2025

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations: China Lake Naval Test Station, Edwards AFB

LABO0220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2024

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 53.48	22.77
GROUP 2.....	\$ 52.53	22.77

GROUP 3.....\$ 48.99 22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2024

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LABO1184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 45.34	20.06
(2) Vehicle Operator/Hauler.	\$ 45.51	20.06
(3) Horizontal Directional Drill Operator.....	\$ 47.36	20.06
(4) Electronic Tracking Locator.....	\$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 46.65	23.17
GROUP 2.....	\$ 47.95	23.17
GROUP 3.....	\$ 49.96	23.17
GROUP 4.....	\$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface

preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 45.20	26.82

PAIN0036-021 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 34.08	18.50
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 34.08	18.50
(5) Industrial.....	\$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2023

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN1247-001 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-007 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER: \$3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

PLUM0460-002 09/01/2024

W. Kern Ave. from 3rd St. to 5th St. – STPL 5343 (021)

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....	\$ 59.48	26.61
China Lake, Marine Warfare Training Center.....	\$ 69.98	26.61
Edwards Air Force Base.....	\$ 66.48	26.61

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027-001 09/01/2024

	Rates	Fringes
ROOFER.....	\$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

SFCA0669-007 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.45	28.50

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34

GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 3.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2025-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE PURCHASE OF A 2026 FORD F-650 PB LOADER PATCH TRUCK IN THE AMOUNT OF \$273,974.68

SUMMARY:

The acquisition of a Patch truck is a critical step toward enhancing the efficiency and reliability of city street maintenance operations. Currently the city operates a small patch trailer with a capacity of only 1.5 cubic yards of asphalt. The current trailer also only has a 10 gallon emulsion tank that requires it to be refilled frequently. Due to its small capacity, staff becomes less efficient by having to make frequent trips back to the yard to refill materials and charge batteries, reducing productivity.

The Patch truck proposed has a larger capacity asphalt container of 3 cubic yards, doubling the capacity of our current operations and a 85 gallon emulsion tank which will require less trips to refill material and reduced down time. The Patch truck also has a feature which allows the material to be heated up slowly overnight to be ready to start as soon as staff arrives in the morning. The Patch truck also has a lift platform to store the compactor plate, a generator and jack hammer, and a hose reel with a high pressure blower to clean out potholes. This all in one Patch truck will increase efficiency for repairing large or small potholes and road imperfections.

As our city continues to annex land, there are more streets that will be under the Public Works Jurisdiction, the patch truck will allow staff to keep up with the increased demand of work. It will allow crews to stay in the field longer, get more work done in less time, and improve street safety for both drivers and pedestrians. This investment will increase efficiency, reduce downtime, and better serve our community.

The City Council has already approved funding for this purchase in the fiscal year 2024-2025 budget, with support from Congressman Valadao's allocated funds.

To comply with the City's purchasing policies, a request for a Sourcwell contract quote was issued on February 10, 2025, for the procurement of the new patch truck, as the total cost exceeds \$35,000. City staff have actively engaged local vendors to solicit a Sourcwell bid, ensuring that we are securing the best value for the city.

The bids received were as follows, per vehicle:

- **PB Loader:** \$277,811.21
- **Haaker:** \$302,894.33
- **STEPP MFG:** \$332,498.50

FINANCIAL IMPACT:

Capital improvement fund/Street Department with a total of \$277,811.21 for the purchase of a patch truck. There will be no financial impact to the General Fund as this Patch Truck will be solely funded through the Grant received by Congressman David Valadao.

RECOMMENDATION:

The PB Loader bid is the most competitive, meeting both the cost requirements and the specifications requested. The selection of PB Loader ensures the city is securing the best value for this important purchase, in alignment with budgetary constraints and operational needs.

Staff recommends proceeding with the Sourcewell award contract to PB Loader for the procurement of the 2026 Ford F-650 patch truck, in accordance with the City's purchasing policies and guidelines, using funds from the CIP project allocated funds for fiscal year 24-25.

ATTACHMENTS:

1. PB Loader quote
2. Haaker Quote
3. Stepp MFG Quote
4. Patch Truck Picture 1
5. Patch Truck Picture 2
6. Patch Truck Picture 3
7. Patch Truck Picture 4

RESOLUTION NO. 2025-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
THE PURCHASE OF A 2026 FORD F-650 PB LOADER PATCH TRUCK IN THE AMOUNT
OF \$273,974.68**

WHEREAS, a request for a Sourcewell contract quote was issued on February 10, 2025, for the procurement of the new patch truck; and

WHEREAS, PB Loader presented the most competitive bid, meeting both the cost requirements and the specifications requested; and

WHEREAS, the City will proceed with the Sourcewell award contract to PB Loader for the purchase of a 2026 Ford F-650 Patch Truck for the amount of \$277,811.21; and

WHEREAS, funding for this purchase in the fiscal year 2024-2025 budget has already been approved by the City Council with support from Congressman Valadao's allocated funds;

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 of the City of McFarland approves the purchase of a 2026 Ford F-650 Patch Truck for the amount of 277,811.21 to comply with the Sourcewell contract quote.
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 May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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

SOURCEWELL MEMBER ID# 113031
PB LOADER CONTRACT NO. SOURCEWELL CONTRACT - LISTED PRICES

QUOTATION NO. 12060.R5

QUOTE DATE	5/16/2025
TERMS	Net 30
FOB	FRESNO
MFG PRODUCT ARO	See Below
INSTALL AROT	See Below

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
1	51618-00	PATCHER MODEL BC-3 ASPHALT PATCHER (3 CUBIC YARD CAPACITY) EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH, SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK	\$90.076.00	\$90.076.00
1	BH-100-15	EMULSION SYSTEM PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, 10 GAL. WASTE TANK, THERMOMETER, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK	\$13,910.00	\$13,910.00
1	55320-35	EMULSION SYSTEM OPTIONS BOLT-ON CLEANOUT PANEL (BH & PS SYSTEMS ONLY)	\$1,522.00	\$1,522.00
1	MODS-EC	12V ELECTRIC COMPRESSOR	\$2,381.00	\$2,381.00
1	7703-00	PATCHER OPTIONS FAN OIL COOLER	\$1,132.00	\$1,132.00
1	50640-00	COMPACTION TOOLS COMPACTOR LIFT PLATFORM - HYDRAULIC	\$3,683.00	\$3,683.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA	\$3,461.00	\$3,461.00
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT	\$437.00	\$437.00
1	5438-00	HOSE REELS HOSE REEL - 1/2" X 25' FOR EMULSION	\$616.00	\$616.00
1	5437-00t	HOSE REEL - 3/8" X 25' FOR TORCH	\$548.00	\$548.00
1	5437-00s	HOSE REEL - 3/8" X 25' FOR SOLVENT	\$548.00	\$548.00
1	5437-00a	HOSE REEL - 3/8" X 25' FOR AIR	\$548.00	\$548.00
1	5399-00h	HOSE REEL - DUAL 1/2" X 25' FOR HYD HAMMER	\$1,748.00	\$1,748.00
1	FORD F-650	CHASSIS 2026 F-650 GAS REGULAR CAB (F6A) CHASSIS, 7.3L V-8 VALVE CONTROL 335HP ENGINE, TORQSHIFT 6-SPEED TRANSMISSION W/ PTO PROVISION, TAPER LEAF FRONT SPRING SUSPENSION, 50 GALLON STEEL FUEL TANK, HYDRAULIC DISC BRAKES, STEEL WHEELS, CAB PAINTED WHITE	\$105,832.65	\$105,832.65
1	50555-00	HEATING LPG TANK 35 GAL - IN LIEU OF 25GAL.	\$1,757.00	\$1,757.00
1	50630-01	ELECTRIC OVERNIGHT HEATING SYSTEM - 240 VAC 6K 40AMP	\$3,468.00	\$3,468.00
1	7065-00	25' POWER CABLE 240 VOLT	\$636.00	\$636.00
1	50584-00	WANDS AIR BLOW GUN W/ 25' HOSE (REQ COMPRESSOR OPTION OR TRUCK AIR)	\$1,914.00	\$1,914.00
1	50560-00	SOLVENT PUMP & WAND WITH 25FT HOSE	\$1,580.00	\$1,580.00
1	MODS-70	SPOIL BINS REAR SPOILS BIN	\$2,857.00	\$2,857.00
1	MODS-51	WORK PLATFORMS 20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS	\$3,746.00	\$3,746.00
1	50635-00	CONTROLS CAB CONTROLS (TOP LIDS) AIR TOGGLE	\$757.00	\$757.00
1	5999-00	STORAGE LOCKABLE SIDE TOOL BASKET	\$2,053.00	\$2,053.00
2	2001-10a	HOLDER - SPRING ASPHALT LUTE - STAINLESS STEEL	\$162.00	\$324.00
1	50480-00	HAMMER SYSTEMS HYDRAULIC TOOL CIRCUIT W/ FLOW METER, PSI GAUGE AND FAN OIL COOLER	\$3,192.00	\$3,192.00
1	7020-11	HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD	\$4,670.00	\$4,670.00
1	7021-00	LOCKABLE HAMMER HANGER	\$382.00	\$382.00
1	50553-00	DISCHARGE SYSTEMS PIVOTAL ASPHALT CHUTE - BC SHOVELING APRON IS INCLUDED WITH PATCHER BOX PRICING ABOVE ON TOP	\$1,402.00	\$1,402.00
2	695-51A	WARNING SYSTEMS STROBE - WHELEN 500V 5V1A LED (SET OF TWO)	\$1,860.00	\$3,720.00
2	695-047	WORKLIGHT - ECCO 4" SQUARE LED - MOUNT AT REAR TOP CORNERS - FACING FRONT REAR	\$531.00	\$1,062.00
1	695-063	BEACON - WHELEN L31HAF LED	\$1,330.00	\$1,330.00
1	695-064	BRANCH GUARD FOR WHELEN L31HAF	\$234.00	\$234.00
1	7807-00	TRAFFIC ADVISOR - WHELEN TA45B72, 8 LIGHT 700 SERIES HEADS LED , 72" LG	\$3,422.00	\$3,422.00
1	MODS-38	ECCO K7000B BACKUP CAMERA SYSTEM (MONITOR + 1 CAM)	\$1,106.00	\$1,106.00
1	7302-00	SAFETY ACCESSORIES FRAME MNT CONE HOLDER (MALE)	\$369.00	\$369.00
1	7999-20	FIRE EXTINGUISHER 10#	\$355.00	\$355.00
1	CUSTOM	MARKET RATE ITEMS PIPE STYLE TOOL HOLDER (HOLDER 4 TOOLS)	\$737.00	\$737.00
1	55392-00	EMULSION AIR FLUSH OPTION	\$382.00	\$382.00



CITY OF MCFARLAND, CA

SOURCEWELL MEMBER ID# 113031
PB LOADER CONTRACT NO. SOURCEWELL CONTRACT - LISTED PRICES

QUOTATION NO. 12060.R5

QUOTE DATE	5/16/2025
TERMS	Net 30
FOB	FRESNO
MFG PRODUCT ARO	See Below
INSTALL AROT	See Below

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
SOURCEWELL LISTED TOTAL:				\$266,778.65
MARKET RATE ITEMS TOTAL PRICE:				\$1,119.00
ESTIMATED FREIGHT TO CUSTOMER:				\$1,150.00
8.25% SALES TAX:				\$22,101.56
5.00% Customer Discount % or \$\$				(\$13,338.00)
GRAND TOTAL:				\$277,811.21
GRAND TOTAL FOR 1 UNITS:				\$277,811.21

- 1) LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER.
- 2) PB LOADER REQUIRES A 110" CAB TO AXLE LENGTH, REQUIREMENT MUST TO BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. AS PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.
- 3) DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON.
- 4) CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.
- 5) AVAILABLE OPTION TO UPGRADE FROM A BC-3 TO AC-3 AT NO COST.
- 6) BC SHOVELING APRON INCLUDED IN PATCHER BOX PRICE, PIVOTAL ASPHALT CHUTE SEPARATELY.
- 7) 10% DISCOUNTED SOURCEWELL LISTED ITEMS, ADDITIONAL 5% CUSTOMER DISCOUNT, FREIGHT TO CUSTOMER, CHASSIS AND SALES TAX INCLUDED IN FINAL PRICING ABOVE.



HAAKER

EQUIPMENT COMPANY

4490 SOUTH K STREET, TULARE, CALIFORNIA 93274
(559) 220-8987 ~ HAAKER.COM

BUDGETARY QUOTE

FEBRUARY 17, 2025

TO: CITY OF MCFARLAND
401 W. KERN AVENUE
MCFARLAND, CA 93250

ATTN: MR. ADAM CABRERA
(661) 869-5106
EMAIL: acabrera@mcfarlandcity.org

IN ACCORDANCE WITH YOUR REQUEST, WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION AND APPROVAL.

ONE (1) NEW POTHOLE PATCHING MACHINE TRUCK MOUNTED
4.25-CUBIC YARD CAPACITY, 30 GALLON HYDRAULIC TANK, MOUNTED ON A **NEW**
FORD F-750, **MODEL YEAR BASED ON AVAILABILITY**. UNIT TO INCLUDE THE FOLLOWING:

STANDARD FEATURES INCLUDE:

- | | | |
|--|---|---|
| ☐ FORCE AMERICAN CAN BUS CONTROLS AND HYDRAULIC BLOCK | ☐ 30 GAL HYDRAULIC TANK | FRONT REFLECTORS, 4/EA RED |
| ☐ CUSTOM MOUNTING TO CAB/CHASSIS | ☐ 10 GALLON RELEASE AGENT TANK - 20' HOSE, HOSE REEL, AND WAND | REFLECTORS IN REAR, 9/EA |
| ☐ CHELSEA PTO - OR EQUIVALENT | ☐ 10 GALLON WASTE TANK | CLEARANCE LIGHTS, 4/EA STOP, TAIL, TURN LIGHTS |
| ☐ 30 GAL HORIZONTAL PROPANE TANK | ☐ WAND STORAGE WITH DRIP CUP - SUPPORTS 1/EA TACK WAND AND 1/EA RELEASE AGENT WAND | ☐ 6 CORNER SAFETY STROBE LIGHTING - 2/EA FRONT CHASSIS FENDER, 2/EA UNIT REAR FENDERS, 2/EA REAR PANEL |
| ☐ 9 KW ELECTRIC HEATING SYSTEM | ☐ BACKUP CAMERA - WITH IN-CAB SPEAKER FOR COMMUNICATION | ☐ HYDRAULIC HOPPER DOORS W/ IN-CAB CONTROLS |
| ☐ 1/EA 6" HARD FACED SCREW CONVEYOR AUGER | ☐ DOT COMPLIANT RED AND AMBER CLEARANCE REFLECTORS - 4/EA YELLOW | ☐ 1 YEAR WARRANTY PARTS/LABOR WARRANTY |
| ☐ 1/EA ANTI-BRIDGE BAR | | |
| ☐ 30" CHUTE | | |

ADDITIONAL FEATURES INCLUDE:

- | | | |
|---|---|--|
| ☐ HYDRAULICALLY OPERATED SPOILS BIN - IF SINGLE BIN - SPECIFY LOCATION | ☐ DOUBLE-SIDED HYDRAULIC RAIS/LOWER LED ARROW BOARD | ☐ BOMAG BW55E VIBRATORY ROLLER |
| ☐ 20 GAL RELEASE AGENT TANK & HOPPER SPRAY BAR SYSTEM | ☐ PROPANE HAND TORCH W/ 25' HOSE | ☐ STANLEY BR67 BREAKER WITH ACCESSORIES |
| ☐ FRONT LIFT PLATFORM FOR ROLLER/COMPACTOR-PASSENGER SIDE | ☐ 8 GALLON WATER TANK WITH HOSE & SPIGOT | ☐ FRONT WORK LIGHTS (EACH) - SPECIFY QTY AND LOCATION |
| ☐ HYDRAULIC TOOL CIRCUIT WITH REEL AND 25' HOSE | ☐ 120 GALLON TACK TANK - ELECTRIC HEAT CONTROL W/25' HOSE & REEL | ☐ REAR WORK LIGHTS (EACH) - SPECIFY QTY AND LOCATION |

UNIT PRICE:\$ 279,810.00
SALES TAX (8.250%)\$ 23,084.33
TOTAL UNIT PRICE, FOB: McFARLAND, CA:..... \$302,894.33

PARTS/LABOR EXTENDED WARRANTY 2ND YEAR.....\$ 3,910.00
PARTS/LABOR EXTENDED WARRANTY 3RD YEAR.....\$ 7,475.00
PARTS/LABOR EXTENDED WARRANTY 4TH YEAR\$ 10,925.00
PARTS/LABOR EXTENDED WARRANTY 5TH YEAR.....\$ 13,225.00

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: PRICE IS GOOD UNTIL 30 DAYS. COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL, WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.

TAXES: SALES TAX APPLICABLE AT TIME OF DELIVERY WILL BE SHOWN ON OUR INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

DELIVERY: TO BE DETERMINED TERMS: NET TERMS OR APPROVED FINANCING

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: George Lopez
GEORGE LOPEZ
SALES REPRESENTATIVE

DATE: _____



jason@steppmfg.com / VP Sales
ally.bader@steppmfg.com / Inside Sales Coordinator

Total Due	
-----------	--

STPH BROCHURE



Special Instructions:

Approved By Signature

INTERNAL USE ONLY:

Stepp Order #	Down Payment			
Date Ordered	Credit Card	Amount:		
Delivery Date	Card Number:	Card Type		
P. O. #	On Terms			
Ship Via	Letter of Credit	x		











City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 4.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Erika De La Cruz, City Clerk

SUBJECT: Approval of Resolution No. 2025-54 A RESOLUTION OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE MCFARLAND LIONS CLUB FIREWORK STAND BASED ON ORDINANCE SECTION 5.04.190 OF THE MCFARLAND MUNICIPAL CODE

SUMMARY:

The McFarland Lions Club respectfully requests that the City Council consider waiving the \$109.00 business license fee for their annual fireworks stand. This booth serves as the Club's primary fundraiser for the year and is essential to supporting various community initiatives.

Proceeds from the fireworks stand directly fund important local events and programs, including the National Day of Prayer, the Easter Egg Hunt, Christmas Food Voucher distribution, McFarland High School scholarships, and other community projects.

FINANCIAL IMPACT:

\$109.00 Less to the General Fund.

RECOMMENDATION:

City staff recommends the City Council waive the business license fee based on ordinance section 5.04.190 of the McFarland Municipal Code.

ATTACHMENTS:

1. McFarland, CA Code of Ordinances
2. McFarland Lion's Club_Redacted

RESOLUTION NO. 2025-54

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FEE FOR THE MCFARLAND LIONS CLUB FIREWORK STAND BASED ON ORDINANCE SECTION 5.04.190

WHEREAS, the McFarland Lions Club is a Non-Profit Organization dedicated to the advancement and promotion of the economic growth within the City of McFarland Business Community; and

WHEREAS, the McFarland Lions Club a Non-Profit within the city limits will host a Firework booth at Mi Rancho Market Parking Lot from noon July 1 to noon July 4th; and

WHEREAS, the McFarland Lions Club firework sales profit will go towards McFarland High School Scholarships; and

WHEREAS, the McFarland Lions Club has requested approval of the city council to waive the business license fees based on the ordinance section 5.04.190 for their firework booth; 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 foregoing recitals are true and correct and incorporated herein as if set forth in fill.
2. The waiver of the business license fee is in the best interest of the Community.
3. The City Council does hereby authorize the waiver of the fees (\$109.00).
4. The City Clerk shall certify 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 May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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

5.04.030 - Other ordinances not affected.

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license tax for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances.

(Ord. 7 §3, 1957)

5.04.190 - Waiver.

The licensing of any business, occupation or activity carried on wholly for the benefit of charitable purposes from which profit is not derived either directly or indirectly by any person, or to the conducting of any entertainment, dance, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects whenever the receipts from such entertainment, dance, concert, exhibition or lecture go to any church, school, or to any religious or benevolent purpose within the city, or to any federal, military, fraternal or local chamber of commerce within the city, may be waived by the city council provided an application is made therefor with the city clerk of the city at least ten days prior to a regular city council meeting.

(Ord. 117 §1, 1970: Ord. 7 §20, 1957)

(Ord. No. 005-2018, § 1(I), 6-14-18)

CITY OF MCFARLAND
Application For Waiver Of Business License Tax

This application is only for Non-Profit Organizations. For more information, contact Finance Department at (661) 792-3091.

Organization Name: McFarland Lion's Club

Federal EIN #: [REDACTED]

Address: [REDACTED]

City: McFarland

State: CA

Zip Code 93250

Describe organization's purpose:

Conduct service projects for the community of McFarland

Sale state approved fireworks for the 4th of July 2025

Describe type of activities performed, location of activities, and the hours activities will be performed:

Firework sales from 01 July thru 04 July, located on corner of W. Perkins Ave and 5th Street.

List of Officers of the Organization:, Name, Title, Address and Phone Number

President Tim Gonzales McFarland [REDACTED]

Vice President Veronica Molina [REDACTED]

Secretary Ivan Marquez [REDACTED]

Application Submitted By:

Name: Veronica Molina

Address: [REDACTED]

City McFarland

State CA

Zip Code 93250

Phone # [REDACTED]

Fax # [REDACTED]

Email: [REDACTED]

Signature: [REDACTED]

Date: 5/2/2025

Approved:

Denied



CITY OF MCFARLAND
401 W Kern Ave McFarland, CA 93250 (661) 792-3091

License #: [REDACTED]

Application for a Business License Renewal

MAILING ADDRESS
CORRECTIONS

MCFARLAND LIONS CLUB
PO BOX 333
MCFARLAND CA 93250

*****PLEASE COMPLETE ANY MISSING, INCOMPLETE, OR BLANK INFORMATION AND MAKE CORRECTIONS AS NEEDED*****

Application is hereby made, by the undersigned, for a Business License according to Ordinance No. 276 enacted May, 1996 for the 12-month period beginning July 1, 0/00/0000 and ending on June 30, 0/00/0000 as follows:

BUSINESS NAME MCFARLAND LIONS CLUB
PHYSICAL BUSINESS LOCATION:
EMAIL ADDRESS:
BUSINESS PHONE: 661-667-6465
TYPE OF BUSINESS: FIREWORKS BOOTH

GROSS RECEIPTS IN THE CITY OF MCFARLAND
IF APPLICABLE # OF APTS OR RENTAL PROPERTIES
NUMBER OF COIN OPERATED MACHINES

OWNER/CONTACT NAME:
OWNER'S ADDRESS:

STATE LICENSE #:
STATE LICENSE EXPIRES:

CORRECTIONS

Non Profit Organization

\$ 30,000

N/A

N/A

Return application and payment by June 30, 0/00/0000.

***** FEES PAYABLE FOR RENEWAL *****

BASE FEES	15.00
SB-1379 FEES FOR THE STATE OF CALIFORNIA	4.00
OTHER FEES DETERMINED BY TYPE OF BUSINESS OR GROSS RECEIPTS (see attached)	
	Gross Receipts \$65
	Booth Fee \$25

Total Due \$109.00

*****FORM MUST BE SIGNED AND DATED*****

I HEREBY DECLARE THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS, TO THE BEST OF MY KNOWLEDGE, ACCURATE.

PRINT NAME

TITLE Vice President

SIGNATURE

DATE 3-26-25

Upon receipt of payment, examination and approval of supporting information and documentation, the Renewed License expires June 30, 2026.

If you have employees, please submit a copy of your Workman's Compensation Insurance policy. If you do not have any employees, you must submit a declaration stating so.

Licenses may be renewed by mail or in person. City Hall is open from 8:00 am – 5:00 pm Monday through Thursday and every other Friday.

(A) Section 5.04.140 is hereby replaced with the following:

"A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annually, per event, daily, and / or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Base Fee on all Business License. \$15.00

California State Fee on all business license. \$4.00

Business Type	Annually /Daily /Per Event/ Unit Tax Amount
Administrative Office	\$100 Annually
Apartments /Rental Property	\$65.00 plus \$5.00 for each after 4 units
Arts and / or Crafts Fair	\$10.00 per booth /stall
Barber Shop / Beauty Salon	\$65.00 per owner and non-employee operator
Billboard Structures within the city	\$150.00 annually per structure
Christmas tree lot sales operations	\$40.00 per day All structures and electrical permit requirements are inspected and approval by the building department and all Fire Code requirements approved by the Fire Department. Planning Department approval requirement.
Circus /Carnival	\$450.00 for five (5) days or less
Commercial Solicitors /Peddlers	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors /peddlers must comply with the conditions described in Municipal Code 5.32
Curb Painters	\$30.00 per day. Requirements: Obtain insurance in the amount of \$100,000 for Public liability from an insurance company. Obtain a Surety Bond from a bonding company or insurance company in the amount of \$500.00, or cash deposit in that amount can be made to the City of McFarland. The Permit must be in possession of the person performing the work and available for inspection on demand.
Exhibitions (i.e.: car show)	\$10.00 per vehicle, per day
Family Child Care over 8 children	\$100.00 annually plus Home Occupation Permit required and approved by the Planning Department and Permit from the state of California to operate. See Res. 2014-0201 for Fee.
Family Child Care of 8 or less children	Health & Safety Code Section 1597.45: No local jurisdiction shall impose any business license, fee or tax for the privilege of operating a small daycare home.
Farmers Market	\$10.00 per booth /stall

Business Type	Annually /Daily /Per Event/ Unit Tax Amount
Food Vending Vehicles –MC 5.44	\$200.00 Annually, \$90.00 for background check required on owner /operator, \$25.00 for each vehicle inspection, and live scan required on each owner /operator. Must present a valid Kern County Environmental Health Permit. Liability Insurance Required, see Municipal Code 5.44.060. Must comply with the additional conditions described in Municipal Code 5.32
Fortunetelling, Palmist, Clairvoyant	\$500.00 annually, plus investigation filing fee of five hundred dollars, plus the fee charged by Department of Justice for fingerprint processing. Must comply with additional requirements in Municipal Code 5.28
Hotel, Motel, Lodging Houses	\$65.00 annually, plus \$5.00 per room after 4.
Ice Cream Vending Vehicle	\$200.00 Annually, \$90.00 for background check required on owner /operator, \$25.00 for each vehicle inspection, and live scan required on each owner /operator. Must present a valid Kern County Environmental Health Permit. Liability Insurance Required see Municipal Code 5.44.060. Must comply with additional conditions described in Municipal Code 5.32
Itinerant Vendor	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors /peddlers/itinerant vendors must comply with the conditions described in Municipal Code 5.32
Interpreter	\$65.00 annually
Laundromats	\$30.00 for the first machine, \$10.00 for each additional machine per year. Maximum \$200.00 annually.
Spas-Medi/Pedi	\$65.00 per owner and non-employee operator
Taxi-Cab	\$65.00 per vehicle. \$90.00 for background check required on each owner /driver, \$25.00 for each vehicle inspection, and live scan required on each owner /driver. Must also comply with all requirements stated in Municipal Code Section 5.52.
Building Inspection Fee (New and Existing Buildings)	\$58.00 Building Inspection required with any new business or existing business under new ownership or change in business type.
Duplicate (Lost or Damaged Business License)- MC 5.04-100	\$15.00 (Currently \$1.00)
Change Location of Business MC- 5.04.090	\$15.00 (Currently \$1.00)

(B) Every person who engages in any business within the City except those businesses set forth in subsection A of this Section 5.04.140 shall pay an annual business tax based upon Gross Receipts at the rates to be calculated to the nearest cent as set forth below:

**LICENSE FEE SCHEDULE
ANNUAL GROSS RECEIPTS**

Base Fee on all Business License.	\$15.00
California State Fee on all business license.	\$4.00

For the Sales and Service or the rendering of any service whatsoever.

FROM	TO	FEE DUE
ZERO	\$30,000	\$65.00
\$30,001	\$50,000	\$75.00
\$50,001	\$75,000	\$100.00
\$75,001	\$100,000	\$125.00
\$100,001	\$175,000	\$150.00
\$175,001	\$250,000	\$175.00
\$250,001	\$500,000	\$225.00
\$500,001	\$750,000	\$300.00
\$750,001	\$1,000,000	\$450.00
\$1,000,001	\$1,500,000	\$500.00
\$1,500,000	\$2,000,000	\$600.00
\$2,000,001	\$3,000,000	\$700.00
\$3,000,001	\$4,000,000	\$800.00
\$4,000,001	\$5,000,000	\$900.00
\$5,000,001	\$10,000,000	\$1,000.00
\$10,000,001	and up	\$2,000.00

Note: You may report your gross receipts on a calendar or fiscal basis as long as it is for a full year. Please report by the same method each year. If you have been doing business in the City of McFarland for less than twelve months, enter an estimate of your gross receipts for twelve months

C. The business license tax and Gross Receipts may be modified from time to time by City Council resolution.

5.04.150 - Vehicle deliveries.

Every person not having a fixed place of business within the city who is not subject to the provisions of [Section 5.04.140](#), who delivers goods, wares or merchandise of any kind by vehicles in the city or who provides any service by the use of vehicles in the city shall pay a license tax of one hundred fifty dollars per year.

(Ord. 276 §1(part), 1996; Ord. 89 §2, 1965; Ord. 7 §15, 1957)

(Ord. No. 005-2018, § 1(F), 6-14-18)

5.04.160 - Other outside businesses—No fixed location.

Every person not having a fixed place of business within the city who engages in business within the city and is not subject to the provisions of Sections [5.04.140](#) or [5.04.150](#), shall pay a license tax of one hundred fifty dollars per year.

(Ord. 89 §3, 1965; Ord. 7 §16, 1957)

(Ord. No. 005-2018, § 1(G), 6-14-18)

5.04.170 - Other outside businesses—Fixed location.

Every person who engages in business at a fixed place of business within the city and is not subject to the provisions of [Section 5.04.140](#) shall pay an annual license tax of fifty dollars.

(Ord. 276 §1(part), 1996; Ord. 7 §17, 1957)



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Erika De La Cruz, City Clerk

SUBJECT: Approval of Resolution No. 2025-55 A RESOLUTION OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FOR GRID ALTERNATIVES BASED ON ORDINANCE SECTION 5.04.190 OF THE MUNICIPAL CODE

SUMMARY:

GRID Alternatives is a nonprofit organization dedicated to providing no-cost solar energy systems to low-income households through funding from the California Public Utilities Commission (CPUC).

In recognition of its nonprofit status and the valuable, no-cost services it provides to the community, GRID Alternatives respectfully requests that the City Council approve a waiver of the \$84.00 business license fee.

FINANCIAL IMPACT:

\$84.00 less to the General Fund.

RECOMMENDATION:

Staff recommends the City Council waive the business license fee based on ordinance section 5.04.190 of the McFarland Municipal Code.

ATTACHMENTS:

1. McFarland, CA Code of Ordinances
2. GRID Alternatives_Redacted

RESOLUTION NO. 2025-55

A RESOLUTION OF THE CITY OF MCFARLAND APPROVING THE WAIVER OF THE BUSINESS LICENSE FOR GRID ALTERNATIVES BASED ON ORDINANCE SECTION 5.04.190 OF THE MCFARLAND MUNICIPAL CODE

WHEREAS, GRID Alternatives is a recognized nonprofit organization committed to providing no-cost solar energy systems to low-income households across California; and

WHEREAS, the organization utilizes funding from the California Public Utilities Commission (CPUC) to deliver clean, renewable energy to underserved communities, helping to reduce utility costs and promote environmental sustainability; and

WHEREAS, the organization provides these services at no cost to residents and does not generate profit from its operations; and

WHEREAS, GRID Alternatives has requested that the City Council waive the \$84.00 business license fee in accordance with McFarland Municipal Code Section 5.04.190, which allows for such waivers for qualifying nonprofit organizations; 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 foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The waiver of the business license fee is in the best interest of the community.
3. The City Council does hereby authorize the waiver of the fees (\$84.00).
4. The City Clerk shall certify 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 May 22, 2025 by the following vote:

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

Martin Gutierrez				
------------------	--	--	--	--

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

5.04.030 - Other ordinances not affected.

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license tax for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances.

(Ord. 7 §3, 1957)

5.04.190 - Waiver.

The licensing of any business, occupation or activity carried on wholly for the benefit of charitable purposes from which profit is not derived either directly or indirectly by any person, or to the conducting of any entertainment, dance, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects whenever the receipts from such entertainment, dance, concert, exhibition or lecture go to any church, school, or to any religious or benevolent purpose within the city, or to any federal, military, fraternal or local chamber of commerce within the city, may be waived by the city council provided an application is made therefor with the city clerk of the city at least ten days prior to a regular city council meeting.

(Ord. 117 §1, 1970: Ord. 7 §20, 1957)

(Ord. No. 005-2018, § 1(I), 6-14-18)

CITY OF MCFARLAND
Application For Waiver Of Business License Tax

This application is only for Non-Profit Organizations. For more information, contact Finance Department at (661) 792-3091.

Organization Name: GRID Alternatives

Federal EIN #: [REDACTED]

Address [REDACTED]

City: Fresno State: CA Zip Code 93722

Describe organization's purpose:

Provide no-cost solar to low-income households using CPUC funding (DAC-SASH and SGIP).

Describe type of activities performed, location of activities, and the hours activities will be performed:

Installation of Solar PV modules, energy storage systems and main service panel upgrades within the city limits of Wasco in the working hours of 7am-5pm.

List of Officers of the Organization:, Name, Title, Address and Phone Number

Tim Sears, Co Founder & COO, 1171 Ocean Ave Ste 200 Oakland, CA 94608, (510) 731-1313

David Griffin, Co-Executive Director, 4140 N. Brawley Ave #108 Fresno, CA 93722, (559) 490-2393

Jackie Brown, Construction Projects Manager, 4140 N. Brawley Ave #108 Fresno, CA 93722, (559) 490-2399

Application Submitted By:

Name: Jackie Brown

Address: [REDACTED]

City [REDACTED]

State [REDACTED]

Zip Code [REDACTED]

Phone # [REDACTED]

Fax # [REDACTED]

Email [REDACTED]

Signature [REDACTED]

Date: 5/8/25

Approved;

Denied



CITY OF MCFARLAND
401 W Kern Ave McFarland, CA 93250 (661) 792-3091

License #:

Application for a Business License Renewal

MAILING ADDRESS
CORRECTIONS

GRID ALTERNATIVES
3742 W. GETTSBURG AVE #102
FRESNO CA 93722

*****PLEASE COMPLETE ANY MISSING, INCOMPLETE, OR BLANK INFORMATION AND MAKE CORRECTIONS AS NEEDED*****

Application is hereby made, by the undersigned, for a Business License according to Ordinance No. 276 enacted May, 1996 for the 12-month period beginning July 1, 0/00/0000 and ending on June 30, 0/00/0000 as follows:

BUSINESS NAME GRID ALTERNATIVES
PHYSICAL BUSINESS LOCATION:
EMAIL ADDRESS:
BUSINESS PHONE: 5592614743
TYPE OF BUSINESS: SOLAR CONTRACTOR

GROSS RECEIPTS IN THE CITY OF MCFARLAND
IF APPLICABLE # OF APTS OR RENTAL PROPERTIES
NUMBER OF COIN OPERATED MACHINES

OWNER/CONTACT NAME:
OWNER'S ADDRESS:

STATE LICENSE #:
STATE LICENSE EXPIRES:

CORRECTIONS

\$0

N/A

0

N/A / Jackie Brown

11/30/2025

Return application and payment by June 30, 0/00/0000.

***** FEES PAYABLE FOR RENEWAL *****

BASE FEES	15.00
SB-1379 FEES FOR THE STATE OF CALIFORNIA	4.00
OTHER FEES DETERMINED BY TYPE OF BUSINESS OR GROSS RECEIPTS (see attached)	\$ 65

Total Due

*****FORM MUST BE SIGNED AND DATED*****

I HEREBY DECLARE THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS, TO THE BEST OF MY KNOWLEDGE, ACCURATE.

PRINT NAME Jackie Brown

TITLE Construction Projects Manager

SIGNATURE

DATE 5/8/25

Upon receipt of payment, examination and approval of supporting information and documentation, the Renewed License expires June 30, 2026.

If you have employees, please submit a copy of your Workman's Compensation Insurance policy. If you do not have any employees, you must submit a declaration stating so.

Licenses may be renewed by mail or in person. City Hall is open from 8:00 am – 5:00 pm Monday through Thursday and every other Friday.

(A) Section 5.04.140 is hereby replaced with the following:

“A. Every person who commences, conducts, engages in or carries on any business listed hereinafter in this subsection shall pay a business license tax comprised of the base, annually, per event, daily, and / or tax plus the unit tax amount times the number of units calculated, respectively, for each such classification of business as hereinafter specified.

Base Fee on all Business License. \$15.00

California State Fee on all business license. \$4.00

Business Type	Annually /Daily /Per Event/ Unit Tax Amount
Administrative Office	\$100 Annually
Apartments /Rental Property	\$65.00 plus \$5.00 for each after 4 units
Arts and / or Crafts Fair	\$10.00 per booth /stall
Barber Shop / Beauty Salon	\$65.00 per owner and non-employee operator
Billboard Structures within the city	\$150.00 annually per structure
Christmas tree lot sales operations	\$40.00 per day All structures and electrical permit requirements are inspected and approval by the building department and all Fire Code requirements approved by the Fire Department. Planning Department approval requirement.
Circus /Carnival	\$450.00 for five (5) days or less
Commercial Solicitors /Peddlers	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors /peddlers must comply with the conditions described in Municipal Code 5.32
Curb Painters	\$30.00 per day. Requirements: Obtain insurance in the amount of \$100,000 for Public liability from an insurance company. Obtain a Surety Bond from a bonding company or insurance company in the amount of \$500.00, or cash deposit in that amount can be made to the City of McFarland. The Permit must be in possession of the person performing the work and available for inspection on demand.
Exhibitions (i.e.: car show)	\$10.00 per vehicle, per day
Family Child Care over 8 children	\$100.00 annually plus Home Occupation Permit required and approved by the Planning Department and Permit from the state of California to operate. See Res. 2014-0201 for Fee.
Family Child Care of 8 or less children	Health & Safety Code Section 1597.45: No local jurisdiction shall impose any business license, fee or tax for the privilege of operating a small daycare home.
Farmers Market	\$10.00 per booth /stall

Business Type	Annually /Daily /Per Event/ Unit Tax Amount
Food Vending Vehicles –MC 5.44	\$200.00 Annually, \$90.00 for background check required on owner /operator, \$25.00 for each vehicle inspection, and live scan required on each owner /operator. Must present a valid Kern County Environmental Health Permit. Liability Insurance Required, see Municipal Code 5.44.060. Must comply with the additional conditions described in Municipal Code 5.32
Fortunetelling, Palmist, Clairvoyant	\$500.00 annually, plus investigation filing fee of five hundred dollars, plus the fee charged by Department of Justice for fingerprint processing. Must comply with additional requirements in Municipal Code 5.28
Hotel, Motel, Lodging Houses	\$65.00 annually, plus \$5.00 per room after 4.
Ice Cream Vending Vehicle	\$200.00 Annually, \$90.00 for background check required on owner /operator, \$25.00 for each vehicle inspection, and live scan required on each owner /operator. Must present a valid Kern County Environmental Health Permit. Liability Insurance Required see Municipal Code 5.44.060. Must comply with additional conditions described in Municipal Code 5.32
Itinerant Vendor	\$60.00 per person, per day, \$90.00 for background check and live scan required. All solicitors /peddlers/itinerant vendors must comply with the conditions described in Municipal Code 5.32
Interpreter	\$65.00 annually
Laundromats	\$30.00 for the first machine, \$10.00 for each additional machine per year. Maximum \$200.00 annually.
Spas-Medi/Pedi	\$65.00 per owner and non-employee operator
Taxi-Cab	\$65.00 per vehicle. \$90.00 for background check required on each owner /driver, \$25.00 for each vehicle inspection, and live scan required on each owner /driver. Must also comply with all requirements stated in Municipal Code Section 5.52.
Building Inspection Fee (New and Existing Buildings)	\$58.00 Building Inspection required with any new business or existing business under new ownership or change in business type.
Duplicate (Lost or Damaged Business License)- MC 5.04-100	\$15.00 (Currently \$1.00)
Change Location of Business MC- 5.04.090	\$15.00 (Currently \$1.00)

(B) Every person who engages in any business within the City except those businesses set forth in subsection A of this Section 5.04.140 shall pay an annual business tax based upon Gross Receipts at the rates to be calculated to the nearest cent as set forth below:

**LICENSE FEE SCHEDULE
ANNUAL GROSS RECEIPTS**

Base Fee on all Business License. \$15.00

California State Fee on all business license. \$4.00

For the Sales and Service or the rendering of any service whatsoever.

FROM	TO	FEE DUE
ZERO	\$30,000	\$65.00
\$30,001	\$50,000	\$75.00
\$50,001	\$75,000	\$100.00
\$75,001	\$100,000	\$125.00
\$100,001	\$175,000	\$150.00
\$175,001	\$250,000	\$175.00
\$250,001	\$500,000	\$225.00
\$500,001	\$750,000	\$300.00
\$750,001	\$1,000,000	\$450.00
\$1,000,001	\$1,500,000	\$500.00
\$1,500,000	\$2,000,000	\$600.00
\$2,000,001	\$3,000,000	\$700.00
\$3,000,001	\$4,000,000	\$800.00
\$4,000,001	\$5,000,000	\$900.00
\$5,000,001	\$10,000,000	\$1,000.00
\$10,000,001	and up	\$2,000.00

Note: You may report your gross receipts on a calendar or fiscal basis as long as it is for a full year. Please report by the same method each year. If you have been doing business in the City of McFarland for less than twelve months, enter an estimate of your gross receipts for twelve months

C. The business license tax and Gross Receipts may be modified from time to time by City Council resolution.

5.04.150 - Vehicle deliveries.

Every person not having a fixed place of business within the city who is not subject to the provisions of [Section 5.04.140](#), who delivers goods, wares or merchandise of any kind by vehicles in the city or who provides any service by the use of vehicles in the city shall pay a license tax of one hundred fifty dollars per year.

(Ord. 276 §1(part), 1996; Ord. 89 §2, 1965; Ord. 7 §15, 1957)

(Ord. No. 005-2018, § 1(F), 6-14-18)

5.04.160 - Other outside businesses—No fixed location.

Every person not having a fixed place of business within the city who engages in business within the city and is not subject to the provisions of Sections [5.04.140](#) or [5.04.150](#), shall pay a license tax of one hundred fifty dollars per year.

(Ord. 89 §3, 1965; Ord. 7 §16, 1957)

(Ord. No. 005-2018, § 1(G), 6-14-18)

5.04.170 - Other outside businesses—Fixed location.

Every person who engages in business at a fixed place of business within the city and is not subject to the provisions of [Section 5.04.140](#) shall pay an annual license tax of fifty dollars.

(Ord. 276 §1(part), 1996; Ord. 7 §17, 1957)



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Brian Knox, Chief of Police

SUBJECT: Approval of Resolution No. 2025-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING A GRANT FROM THE KERN COUNCIL OF GOVERNMENTS FOR \$2000.00 TO BE USED FOR THE MCFARLAND BIKE RODEO SAFETY EVENT

SUMMARY:

The McFarland Police Department received a grant to host a Bike Rodeo and Safety Event from the Kern Council of Governments for \$2000.00. Bike Rodeos are events that provide safety equipment and training for juvenile bike riders. Bike helmets and other equipment have been purchased in the amount of \$2000.00.

FINANCIAL IMPACT:

There is no fiscal impact to the budget.

RECOMMENDATION:

Staff recommends the City Council approve the acceptance of the grant and reallocation of funds to a Police Department budget line item for \$2000.00 from the general fund.

ATTACHMENTS:

1. TDA Article 3 Award letter McFarland 7 19 2024

RESOLUTION NO. 2025-59

**ACCEPTANCE OF A GRANT FROM THE KERN COUNCIL OF GOVERNMENTS FOR
\$2000.00 TO BE USED FOR THE MCFARLAND BIKE RODEO SAFETY EVENT.**

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2024/2025; and

WHEREAS, the McFarland Police Department received a grant in the amount of \$2000.00 to host a Bike Rodeo and Safety Event; and

WHEREAS, the McFarland Police Department is requesting that the City Council approve the reallocation of these funds from the general fund to the McFarland Police Department budget and approve the spending of these funds to cover the cost of the Bike Safety Rodeo; 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 foregoing recitals are true and correct and incorporated herein as if set forth in fill.
2. The McFarland Police Department received a grant in the amount of \$2000/.00 to host a Bike Rodeo and Safety Event.
3. The City Manager is hereby authorized and directed to make a monetary budget amendment of \$2000.00 to the general fund.
4. The McFarland Police Department is requesting that the City Council approve the reallocation of these funds from the general fund to the McFarland Police Department Budget and approve the spending of these funds to cover the cost of the Bike Rodeo and Safety Event.
5. The City of McFarland provides the city manager the authority to execute any documents necessary to carry out the purchase.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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



July 19, 2024

Mr. Timothy McGrath
City of McFarland Community Development
401 Kern Ave.
Mc Farland, CA 93250

Dear Mr. McGrath:

We are pleased to inform you that the City of McFarland has been awarded one (1) project through the Transportation Development Act Article 3 Program, administered by the Kern Council of Governments. The awards were made at the Council's meeting of July 18, 2024. The funding for the allocated projects is as follows:

1. **Minute Order # 24-13:** \$2,000 to fund McFarland Bike Rodeo & Safety Event

To claim these allocations, the Kern Council of Governments must be notified, in writing when requesting funding. The request must include substantiation of expenditure, such as construction contract, or a sales receipt. Funding may not be claimed more than thirty (30) days prior to project initiation. Please reference the corresponding Minute Order number for each project when submitting the request for payment.

Congratulations on being awarded funding in this very competitive program. Please contact me at your earliest convenience if I may be of any assistance in this or any other manner.

Sincerely,

Irene Enriquez

Irene Enriquez
Regional Planner

cc: Paul Saldana
Yerlys Hernandez



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director

SUBJECT: Approval of Resolution No. 2025-61 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING STAFF TO APPOINT THE CITY'S FIRST MISS MCFARLAND REPRESENTATIVE TO PARTICIPATE IN THE 2026 MISS KERN COUNTY PAGEANT

SUMMARY:

The Miss Kern County Organization was established in 1918. We are proudly celebrating 107 years serving in the Kern County Community. The Miss Kern County program is a community-based pageant serving Kern County with the pursuit of furthering the education of women in our community. Our mission is to encourage and elevate women in our community through personal growth by furthering the education of women in our community through Faith, Family, Education, Service, Philanthropy, & Community. This report presents an overview of the Miss Kern County organization and the notion of bringing Miss McFarland into the fold.

Pageants have become increasingly more popular, but it isn't just about a beautiful face, it is an avenue for personal growth, community engagement and social causes. Hosting a pageant could offer a variety of benefits to the City of McFarland and bring new opportunities to the young women in our community. In the past, cities all around Kern County would have a "City Queen" that would represent their hometown in the upcoming Miss Kern County Pageant.

McFarland is one of the only local municipalities not yet represented in the 2026 Miss Kern County Pageant that will be held in March.

As a city queen, our representative will be working alongside her community helping with upcoming events, grand openings, ribbon cuttings, parades, etc. She will also be invited to represent her city at any of our community events all around Kern County leading up to the 2026 Miss Kern County pageant.

An appointment is to be made by the McFarland Events Committee comprised of city staff from all departments.

Appointment criteria will be:

1. Age (must be 17-23),
2. Grades/professional achievements
3. Character
4. Community Engagement overview,
5. Applicant agreement to participate in the Miss Kern County pageant in March 2026 (to

include \$300 entry)

Following appointment selection, crowning will take place at the next council meeting.

FINANCIAL IMPACT:

No Fiscal Impact

RECOMMENDATION:

As we continue to grow and shift to McFarland first leadership, staff feel this is an added opportunity to showcase our great community and the local heart of McFarland through Miss McFarland. It is our recommendation council approve the appointment criteria and appointment by the McFarland Events Committee for the first Miss McFarland and bring back to the city council plans to host a Miss McFarland Pageant in the future.

ATTACHMENTS:

1. IMG_6362
2. IMG_6355
3. IMG_6354

RESOLUTION NO. 2025-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING STAFF TO APPOINT THE CITY'S FIRST MISS MCFARLAND REPRESENTATIVE TO PARTICIPATE IN THE 2026 MISS KERN COUNTY PAGEANT

WHEREAS, the Miss Kern County Organization, established in 1918, has promoted the personal growth, education, and civic involvement of women throughout Kern County for over 107 years; and

WHEREAS, the Miss Kern County program encourages participants to embody values rooted in faith, family, education, service, philanthropy, and community, while providing a platform for leadership and representation; and

WHEREAS, historically, cities across Kern County have appointed a “City Queen” to represent their respective communities at the Miss Kern County Pageant, and the City of McFarland has not yet participated in this tradition; and

WHEREAS, the appointment of a Miss McFarland will offer new opportunities for young women in McFarland to engage in civic life, serve as a community ambassador, and represent the City at events such as parades, ribbon cuttings, and local celebrations throughout the region; and

WHEREAS, the McFarland Events Committee, composed of representatives from various City departments, will be responsible for the selection process; and

WHEREAS, following her appointment, Miss McFarland will be formally recognized and crowned at a City Council meeting, with plans to explore a future hosted Miss McFarland Pageant;

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 authorizes City staff to implement the appointment of Miss McFarland through the McFarland Events Committee.
2. The appointment shall follow the criteria outlined herein and will include participation in the 2026 Miss Kern County Pageant.
3. The City Council supports further exploration of a future Miss McFarland Pageant to broaden engagement and opportunities for local youth.

4. This action is determined to have no fiscal impact at this time.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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

CHAMPIONS COME FROM ANYWHERE!





MISS

KERN COUNTY



**Come be part of the transformative organization that spans
107 years in Kern County.**

**Our mission is to encourage and elevate the community through Faith,
Family, Education, Service, and Philanthropy.**

Open Community Titles for 2025

- | | | |
|---------------------|--------------------------|--------------------|
| ✓ Miss Wasco | ✓ Miss Teen Wasco | ✓ Ms. Wasco |
| ✓ Miss Shafter | ✓ Miss Teen Shafter | ✓ Ms. Shafter |
| ✓ Miss McFarland | ✓ Miss Teen McFarland | ✓ Ms. McFarland |
| ✓ Miss Delano | ✓ Miss Teen Delano | ✓ Ms. Delano |
| ✓ Miss Taft | ✓ Miss Teen Taft | ✓ Ms. Taft |
| ✓ Miss Arvin | ✓ Miss Teen Arvin | ✓ Ms. Arvin |
| ✓ Miss Lost Hills | ✓ Miss Teen Lost Hills | ✓ Ms. Lost Hills |
| ✓ Miss Buttonwillow | ✓ Miss Teen Buttonwillow | ✓ Ms. Buttonwillow |
| ✓ Miss Lamont | ✓ Miss Teen Lamont | ✓ Ms. Lamont |

📞 Ms. Pam 661-331-2113

CONTACT US

📷 www.instagram.com/misskerncountypageant

✉ themisskerncountypageant@yahoo.com





City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director
Meliza Rosa, Grant Manager

SUBJECT: Approval and Adoption of Resolution No. 2025-57 AND AUTHORIZATION OF THE CITY MANAGER TO EXECUTE THE SUBGRANTEE AGREEMENT WITH SELF HELP ENTERPRISES FOR MANAGEMENT OF THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM, 2020 ALLOCATION LOAN MANAGEMENT

SUMMARY:

The State of California, Department of Housing and Community Development issued a notice of funding under the PLHA program which would allow cities to apply for funding to address one or more eligible activities. The 2020 allocation activity is specifically geared to provide home buyer assistance. The specific focus is providing McFarland community members with homeownership opportunities, including, but not limited to, down payment assistance.

Subgrantee:

Self-Help Enterprises

Total Grant Amount to Subgrantee:

\$174,618.00 for home buyer assistance and administrative costs

Budget Breakdown:

PLHA 2020 Allocation

The program facilitation in years past has become a time-consuming endeavor for the public, and several city departments. In an effort to streamline operations and identify opportunities to improve efficiency, the city has moved to authorize a subgrantee. The subgrantee will assist in facilitating the loan documents, execution, annual updates, storage, and overall management of these loans on the city's behalf. Self Help Enterprises has agreed to be in full compliance with grant terms and all reporting requirements in collaboration with city staff. The City's Grant Manager will work in lock step with Self Help to ensure program oversight to include but not limited to check-ins, audits and grant reporting.

FINANCIAL IMPACT:

This is a previously budgeted item. There is a one time, \$3,000 expense to the general fund via the grants budget. All other costs are covered by PLHA funds.

RECOMMENDATION:

Staff recommends approval of Resolution 2025-57 and authorizing City Manager to execute the subgrantee agreement with Self Help Enterprises for management of the Permanent Local Housing Allocation (PLHA) Program, 2020 allocation loans.

ATTACHMENTS:

1. SubRecipient Agreement1
2. PLHA Homebuyer Education Plan
3. Sample Down Payment Assistance Written Agreement

RESOLUTION NO. 2025-57

**APPROVING THE AUTHORIZATION OF THE CITY MANAGER TO EXECUTE THE
SUBGRANTEE AGREEMENT WITH SELF-HELP ENTERPRISES FOR MANAGEMENT OF
THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM, 2020
ALLOCATION LOAN MANAGEMENT**

WHEREAS, City of McFarland City Council authorizes the City to utilize the services of Self-Help Enterprises in the utilization and loan management of the PLHA 2020 allocation;

WHEREAS, the subgrantee agreement authorizes Self Help to manage the PLHA 2020 allocation to be utilized as approved and intended for homebuyer assistance for McFarland community members;

WHEREAS, the City of McFarland City Council authorizes City Manager to execute the Sub-grantee agreement;

WHEREAS, the total subgrantee amount is in the total of \$174,618.00 for homebuyer assistance and minimal administrative costs;

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

1. The approval of the subgrantee agreement between the City of McFarland and Self-Help Enterprises.
2. Self-Help will utilize the PLHA 2020 allocation funds for home buyer assistance and manage the loan program in its entirety.
3. The authorization of City Manager to execute the subgrantee agreement.
4. The total 2020 allocation is in the amount of \$174,618.00 to be used for home buyer assistance and administrative costs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				

María T. Pérez				
Martin Gutierrez				

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

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF MCFARLAND
AND
SELF-HELP ENTERPRISES**

THIS AGREEMENT is entered this 21st day of April 2025 between the City of McFarland, California, a Municipal corporation (“GRANTEE” or “CITY”) and Self-Help Enterprises (“SUBRECIPIENT”) (each a “Party” and collectively the “Parties”).

WHEREAS, GRANTEE is a recipient of State funding through the California Department of Housing and Community Development’s (“HCD”) Permanent Local Housing Allocation (PLHA) program (“Program”) funding for use in eligible activities furthering eligible State and local government objectives;

WHEREAS, the Program is not a federally funded program;

WHEREAS, SUBRECIPIENT is a California non-profit corporation;

WHEREAS, GRANTEE, in a manner consistent with the HCD Standard Agreement attached as **Exhibit A** and State Program Guidelines attached as **Exhibit B**, desires to provide program funds to SUBRECIPIENT, for Projects” or “Programs” funded by the award(s) at issue, such as Rehabilitation, First-Time Homebuyer Support, etc., upon the terms and conditions in this Agreement; and

WHEREAS, the City Manager, or designee, is authorized to execute this Agreement, on behalf of GRANTEE.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, GRANTEE and SUBRECIPIENT agree as follows:

1. TYPE OF AGREEMENT

This Agreement is a subaward of State funds for SUBRECIPIENT’s performance of certain activities described in Section 3 below, in a manner consistent with the HCD Standard Agreement and State Program Guidelines attached and incorporated hereto as **Exhibits A and B** respectively. It is a cost-reimbursement agreement pursuant to which GRANTEE will reimburse SUBRECIPIENT for certain costs incurred in performing the agreed activities.

2. TERM

The term of this Agreement shall commence on **April 21st, 2025**, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue until **September 30, 2030**. The term of this Agreement may be extended by bi-lateral amendment of this Agreement.

3. SCOPE OF PROJECT

3.1 Scope of Project. SUBRECIPIENT will provide administration and implementation of housing rehabilitation and/or first-time home-buyer support for eligible beneficiaries as defined in the Standard Agreement. Approved activities are set forth in greater detail in **Exhibit C**, attached and incorporated hereto.

3.2 Performance and Compliance Standards. SUBRECIPIENT will carry out all activities under this Agreement in a manner consistent with the legal requirements and standards set forth in **Exhibits A and B**.

3.3 Reports. Unless otherwise agreed by the Parties, on a quarterly basis, SUBRECIPIENT shall submit to GRANTEE a performance report summarizing accomplishment of project objectives, including, if applicable, Closing Cost Assistance. SUBRECIPIENT will tailor the content and format of the report to the form reasonably required by GRANTEE.

4. RECORD RETENTION AND ACCESS

4.1 Records. SUBRECIPIENT shall establish and maintain all records required by applicable Program requirements. Such records shall include but not be limited to:

- 4.1.1 Records reflecting accomplishment of activities described in Section 3 (Scope of Project) and **Exhibit C**;
- 4.1.2 Records supporting the eligibility of activities (including eligibility of beneficiaries) under the Program; and
- 4.1.3 Records tracking the use of funds provided under this Agreement.

4.2 Record Ownership. To the extent that SUBRECIPIENT manages Program activities on behalf of GRANTEE, SUBRECIPIENT and GRANTEE shall confer in good faith regarding the scope of records that constitute records owned by GRANTEE and the scope of records remaining the property of SUBRECIPIENT.

4.3 SUBRECIPIENT Record Retention Period. To the extent that Program records are SUBRECIPIENT records, SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five (5) years, and subject to additional program record retention provisions described in **Exhibits A and B**, from the date of the close-out of this Agreement.

4.4 Record Access. SUBRECIPIENT shall make available to GRANTEE and any authorized State official all records reasonably requested in relation to this Agreement.

5. BUDGET AND PAYMENT

5.1 Upper Limit. In consideration for performing the activities described in Section 3 (Scope of Project), GRANTEE shall reimburse SUBRECIPIENT for eligible costs up to a total amount not to exceed the maximum (or “ceiling”) amount listed in **Exhibit D**, attached and incorporated hereto, for the pertinent Budget Period.

5.2 Budget. **Exhibit D** contains a line-item budget (the “Budget”) for SUBRECIPIENT’s Scope of Project. The Budget attached as **Exhibit D** shall govern eligibility of activities and costs under this Agreement. It shall be the exclusive responsibility of GRANTEE to manage the budget set forth in the Standard Agreement between HCD and GRANTEE (*i.e.*, the budget within **Exhibit B**). SUBRECIPIENT shall, however, cooperate in good faith with GRANTEE to align activities under this Agreement with the budget set forth in the Standard Agreement in the event any variance is identified in the course of performance.

5.3 Expenditure of Agreement Funds in a Manner Consistent with the Approved Budget. SUBRECIPIENT shall expend the funds awarded hereunder in a manner consistent with the approved Budget for the relevant budget period, except that deviations from the approved budget shall be permitted to the same extent as permitted under the terms of **Exhibits A and B**. SUBRECIPIENT will keep GRANTEE informed, through periodic financial reports, of its expenditures under this award in comparison to budgeted amounts and will seek approval or budget deviations in advance whenever required by the standards set forth in **Exhibits A and/or B**.

5.4 Payment.

5.4.1 Requests for Payment. No later than thirty (30) days after the end of each calendar month, SUBRECIPIENT shall submit to GRANTEE a request for payment in a form reasonably prescribed by GRANTEE, which details the specific costs SUBRECIPIENT incurred in the previous month to perform the work described in Section 3 (Scope of Work).

5.4.2 Payment by GRANTEE. GRANTEE will pay SUBRECIPIENT for invoiced costs within forty-five (45) days of SUBRECIPIENT’s submission of the request for payment, provided that such costs eligible for reimbursement under the terms of **Exhibits A and B**.

5.4.3 Ineligible Costs. Under no circumstances shall GRANTEE be required to reimburse SUBRECIPIENT for costs that are ineligible for reimbursement under the terms of **Exhibits A and B**. If GRANTEE questions the eligibility of any costs reflected in a request for payment, GRANTEE shall promptly provide SUBRECIPIENT with written notice of those questions and their basis. Payment of questioned costs may be withheld by

GRANTEE until the questions are resolved; however, GRANTEE shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

- 5.4.4 Interest for Late Payment. In the event payment is more than forty-five (45) days past due, *i.e.*, ninety (90) days has passed since a proper invoice was submitted, SUBRECIPIENT may elect to require interest on overdue amounts at the then-current prime rate published by the Wall Street Journal. To elect such right, SUBRECIPIENT must notify GRANTEE in writing.
- 5.4.5 GRANTEE's Disallowance Right. All payments made under this Agreement shall be considered provisional through the period set forth in Section 14.3 (Continuing Obligations). Subject to Section 13.2 (Direction by GRANTEE), in the event that GRANTEE or the State determines that any cost for which reimbursement is sought, or has been previously paid, is ineligible, GRANTEE shall be entitled to disallow and recoup such amount from SUBRECIPIENT.
- 5.4.6 SUBRECIPIENT Disallowance Process Rights. In the event that GRANTEE asserts any disallowance, SUBRECIPIENT shall have the right to provide additional documentation supporting the questioned cost, or to replace the questioned cost with substitute eligible costs (if any such costs are available). Additionally, GRANTEE agrees to cooperate in good faith with SUBRECIPIENT to enable SUBRECIPIENT to dispute any disallowance asserted by the State, so long as SUBRECIPIENT's position regarding eligibility of the cost is not frivolous.

5.5 Advance Disbursement. Notwithstanding the payment provisions set forth in Subsections 5.4.1 (Requests for Payment) and 5.4.2 (Payment by GRANTEE) above, if authorized under **Exhibits A and/or B**, GRANTEE and SUBRECIPIENT may negotiate advance disbursement of funds and adjust eligible expense verification and financial reporting obligations accordingly. In all such cases, GRANTEE and SUBRECIPIENT shall cooperate in good faith to establish mechanisms that provide for adequate assurance of proper use of funds while not creating unreasonable administrative burden upon SUBRECIPIENT.

5.6 Program Income.

5.6.1 Definition. For purposes of this Agreement, "Program Income" shall mean any funds directly generated by Agreement-supported activities. If Agreement-supported activities include the management of a revolving loan fund, both interest and principal payments received on Agreement-funded loans shall constitute Program Income.

5.6.2 Tracking and Management. If **Exhibits A and/or B** set forth requirements for tracking and/or use of Program Income, SUBRECIPIENT shall track and use Program Income consistent with such requirements.

5.6.3 Disposition at Closeout. SUBRECIPIENT and GRANTEE shall cooperate in good faith at closeout of this Agreement to address disposition of Program Income. In determining disposition of any Program Income at closeout, the Parties shall take into account the following: (i) any requirements set forth in **Exhibits A and B**, with which both Parties shall comply; (ii) maximizing ongoing support and services to the beneficiary population served under this Agreement; and (iii) the ability of the Parties to use the Program Income in ways consistent with any other jointly conducted activities supporting GRANTEE's local population. Agreement on disposition of Program Income shall be set forth in writing as a component of closeout.

5.7 Cost Share. No Cost Share is required under this Agreement.

5.8 Availability of Funds Limitation. The continuation of this Agreement and payments hereunder shall be subject to the availability of State Program funds to GRANTEE. GRANTEE shall promptly notify SUBRECIPIENT, in writing, of any (i) termination of funding under the Program or (ii) modification of funding available under the Program that might negatively impact this subaward.

6. STATE PROGRAM GUIDELINES

As described above, this Agreement implements a State Program funded and overseen by HCD. It is the practice of HCD to implement Program requirements through Standard Agreement terms and Program Guidelines. The pertinent Standard Agreement between HCD and GRANTEE is attached as **Exhibit A**. In some instances, Program requirements are also set forth in State regulations, which in turn, are generally referenced in the Program Guidelines. Applicable Program Guidelines are attached as **Exhibit B**. SUBRECIPIENT agrees to carry out this Agreement in accordance with State Program requirements set forth in such issuances. GRANTEE agrees to oversee this Agreement in a manner consistent with such requirements, and not to impose unnecessary additional requirements to administration of this Agreement.

7. INSURANCE

SUBRECIPIENT shall secure and maintain, during the term of this Agreement, insurance as set forth at **Exhibit E**, attached and incorporated hereto.

8. CONFLICT OF INTEREST

8.1 Generally. SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

8.2 Minimum Standard. At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to program activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a program-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a program-assisted activity, or with respect to the proceeds of the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

8.3 Disclosure Form. SUBRECIPIENT and any contractors of SUBRECIPIENT shall complete the Disclosure of Conflict of Interest Form included as **Exhibit F**, attached and incorporated hereto. Upon written request, GRANTEE may grant an exception to the conflict-of-interest provisions on a case-by-case basis.

9. PROGRAM AUDIT / SINGLE AUDIT

To the extent required by **Exhibits A and B**, SUBRECIPIENT shall ensure an independent audit is accomplished with respect to the funds expended under this Agreement. SUBRECIPIENT hereby confirms that, due to its management of certain federal program activities, it is subject to annual Single Audit pursuant to 2 C.F.R. Part 200, Subpart F. GRANTEE hereby agrees that SUBRECIPIENT may satisfy its audit requirement under this Agreement by including coverage of this Agreement in its annual Single Audit.

10. TERMINATION

10.1 Termination for Cause. This Agreement may be terminated for cause upon written notice by either Party. No termination for cause may be carried out until the noncomplying Party has been provided notice of the grounds for termination and a twenty (20) day cure period. For purposes of this Section 10.1 (Termination for Cause) "cause" shall mean:

10.1.1 A material breach by the other Party;

10.1.2 The loss, suspension or restriction of any license or other authorization to do business that is necessary for the other Party to perform services under this Agreement; and/or

10.1.3 The debarment, suspension, exclusion or ineligibility of SUBRECIPIENT from participation in any federal awards or health care programs.

10.2 Termination for Convenience (Mutual Consent). This Agreement may be terminated "for convenience" if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

10.3 Termination Based Upon Lapse of Funds. Consistent with Section 5.8 (Availability of Funds Limitation), GRANTEE may terminate this Agreement by written notice if funding under the Program is terminated or materially reduced.

11. CONFIDENTIALITY

11.1 Confidential Information. In the course of performing under this Agreement, GRANTEE and SUBRECIPIENT may become privy to confidential and proprietary information belonging to the other Party. "Confidential Information" shall mean any and all information in whatever form, written, electronic or oral, that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is either identified as confidential and proprietary information or which the Receiving Party reasonably understands to be confidential and proprietary information of the Disclosing Party, even if not so identified.

11.2 Limited Use and Nondisclosure. Each Party agrees to use the other Party's Confidential Information only for the purposes of performing the deliverables hereunder and for no other purpose. In addition, each Party agrees not to discuss, reveal, or disclose any of the other Party's Confidential Information to any other person or entity for any purpose, without the prior written consent of the other Party, except as required by Exhibits A or B. Each Party agrees to protect the other Party's Confidential Information using the same measures it uses to protect its own confidential information, but no less than reasonable care. Notwithstanding the foregoing, a Party can disclose the other Party's Confidential Information if required to do so by law, regulation or the requirements of the Program, provided the Receiving Party provides written notice to the Disclosing Party prior to any such disclosure and cooperates with the Disclosing Party to seek protection of its Confidential Information, other than as required by the Program requirements. Nothing in this section shall be construed as prohibiting either Party from making a proper disclosure of noncompliance with federal law or Program terms and conditions to proper federal authorities as a matter of routine oversight or otherwise.

12. NOTICES

12.1 Certain Notices to be Delivered by Certain Means. Notices relating to (i) termination of this Agreement, and (ii) claims arising under or in relation to this Agreement, shall be effective only if made in writing and delivered personally or sent by overnight courier or certified or registered mail, return receipt requested, to the following individuals:

If to GRANTEE:	Diego Viramontez City Manager 401 Kern Ave, McFarland, CA 93250 Phone: (661) 792-3093 Email: dviramontes@mcfarlandcity.org
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If to SUBRECIPIENT:	Melissa Valdez Assistant Director of Strategic Partnerships 8445 W Elowin Ct., Visalia, CA 93290 Phone: (559) 802-1621
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Email: melissav@selfhelpenterprises.org

12.2 All Other Notices. All other notices and communications may be delivered to the above individuals by email or other means reasonably calculated to provide effective notice. The Parties agree to cooperate in good faith regarding prompt acknowledgement of emailed notices.

13. RELATIONSHIP OF PARTIES

13.1 Independent Contractor. During the term of this Agreement, GRANTEE and SUBRECIPIENT shall remain separate and independent entities. Except as otherwise expressly provided herein, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee nor representative of the other Party. Neither SUBRECIPIENT nor any of its employees is covered by, or entitled to, any insurance (including workers' compensation coverage) or other benefits maintained by GRANTEE for its officers, agents, employees or contractors. It is understood and agreed that no SUBRECIPIENT employees providing services pursuant to this Agreement shall have any claim under this Agreement or otherwise against GRANTEE for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit or emolument of any kind.

13.2 Direction by GRANTEE. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions under this Agreement, except that GRANTEE may direct SUBRECIPIENT to take specific actions in furtherance of Program objectives. In the event that GRANTEE directs specific action under the Program, such as a directed finding of beneficiary eligibility or specifically directed Program lending, rehabilitation work, or other subaward supported activity, GRANTEE shall be solely responsible for any questioned or disallowed cost resulting therefrom and SUBRECIPIENT shall not be liable for any such amount.

14. CLOSEOUT

14.1 Generally. GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT. If this Agreement covers multiple sets of activities that are funded by separate Standard Agreements or separate funding sources, the Parties will cooperate in good faith to apply the closeout mechanisms below on an activity/funding-source-by-activity/funding-source basis.

14.2 SUBRECIPIENT Procedures. Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than ninety (90) calendar days after the end of the term of this Agreement:

14.2.1 Liquidate all obligations incurred under the Agreement; and

14.2.2 Submit all financial, performance, and other reports as required by the terms of this Agreement.

14.3 Continuing Obligations. Notwithstanding the expiration or earlier termination of this Agreement, the Parties' mutual obligations shall not terminate until all closeout requirements are completed. The following obligations shall survive the termination of this Agreement for a period of, and only of, seven (7) years from the last day of the Agreement's term:

14.3.1 SUBRECIPIENT's obligation to undergo audit of funds for the final year of performance;

14.3.2 SUBRECIPIENT's obligation to repay to GRANTEE any program proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

14.3.3 SUBRECIPIENT's obligations relating to property acquired under this Agreement; and

14.3.4 Any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

15. MISCELLANEOUS

15.1 No Waivers. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed a waiver of any other covenant, condition or provision hereof, or a waiver of any subsequent breach of the same covenant, condition or provision.

15.2 Severability. The provisions of this Agreement are severable. If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall continue to be valid and enforceable as to the Parties hereto, unless the Parties agree that such a clause, sentence, provision, or other portion of this Agreement is of sufficient materiality to require amendment or termination of this Agreement.

15.3 Exhibits. Each Exhibit referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

15.4 Captions. The captions used herein as headings of the various articles hereof are for convenience only, and the Parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or content of this Agreement.

15.5 Assignment. The rights, obligations and responsibilities established herein shall not be assigned, delegated, or transferred by either Party without the express written consent of the other Party provided prior to assignment.

15.6 No Intended Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. Neither the beneficiaries of the Program nor any individuals who may have a role in implementing the project shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

15.7 Entire Agreement; Amendments. This Agreement represents the complete understanding of the Parties with regard to the subject matter. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party, nor may they be employed for interpretation purposes in any dispute involving this Agreement.

15.8 Choice of Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to principles of conflict of law, which would result in the application of the law of another state. The Parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts in Fresno County, California with respect to any dispute relating to or arising out of this Agreement. This Section 15.8 (Choice of Law) shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

GRANTEE:

Diego Viramontez, City Manager

City of McFarland
Attention: Diego Viramontez
Position: City Manager
Address: 401 Kern Ave.
McFarland, Ca 93250
Phone: (661) 792-3091
Fax: (661) 792-3093
Email: dviramontez@mcfarlandcity.org

SUBRECIPIENT:



Thomas J. Collishaw, President/CEO

Self-Help Enterprises
Attention: Melissa Valdez
Position: Assistant Director
Address: 8445 W. Elowin Ct.
Visalia, CA 93290
Phone: (559) 802-1621
Fax: (559) 651-3634
Email: melissav@selfhelpenterprises.org

Exhibits:

Exhibit A: HCD-GRANTEE STANDARD AGREEMENT

Exhibit B: STATE PROGRAM GUIDELINES

Exhibit C: SCOPE OF WORK

Exhibit D: BUDGET

Exhibit E: INSURANCE REQUIREMENTS

Exhibit F: CONFLICT OF INTEREST FORM

EXHIBIT A

HCD-GRANTEE STANDARD AGREEMENT

EXHIBIT B

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM GUIDELINES

EXHIBIT C

SCOPE OF WORK

For the year 2020 - 100% of funding will be used to support a low-income homebuyer program. Funds will be provided at zero interest deferred payment, loans to homebuyers in need of down payment or closing cost assistance and/or interest rates buy downs.

EXHIBIT D

BUDGET

1	General Administration 5% (2019, 2020, 2021 allocation)	\$8,731
2	Homebuyer Assistance (2020 allocation)	\$165,887
3	PLHA PI	Available Balance
	Allocation TOTAL (2020)	\$174,618 + PI

EXHIBIT E

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions) & (Privacy & Data breach coverage):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents,

and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new

certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of

CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

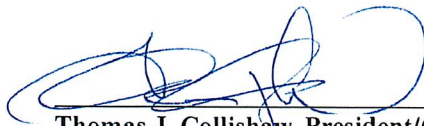
EXHIBIT F

CONFLICT OF INTEREST FORM

		YES*	NO
1	Are you currently in litigation with the City of McFarland or any of its agents?	☐	X
2	Do you represent any firm, organization or person who is in litigation with the City of McFarland?	☐	X
3	Do you currently represent or perform work for any clients who do business with the City of McFarland?	☐	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Livingston, or in a business which is in litigation with the City of McFarland?	☐	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of McFarland employee who has any significant role in the subject matter of this service?	☐	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	X

* If the answer to any question is yes, please explain in full below.

Explanation:


Thomas J. Collishaw, President/CEO
Self-Help Enterprises
8445 W. Elowin Court
Visalia, CA 93290

4/24/25
Date

CITY OF MCFARLAND

PLHA HOMEBUYER EDUCATION PLAN

INTRODUCTION

The State of California Department of Housing and Community Development has made grants available through the Permanent Local Housing Allocation (PLHA) Program to provide loans to first-time homebuyers for downpayment assistance, loans to owner-occupants for home rehabilitation, and technical assistance for self-help housing programs.

The *City of McFarland* as the recipient of funding under the PLHA Program, contracts with Self-Help Enterprises (SHE) to ensure that specific guidelines are followed when providing homebuyer education. The City reserves the right to contract out said homebuyer education and counseling classes to a PLHA approved third-party agency per the guidelines provided in the PLHA Operations handbook. As the City's service provider, SHE offers participants the opportunity to utilize eHome America online education in cases where there are no live classes available or attending a live class presents a hardship.

TRAINING PROGRAM

All participants for whom home purchase is a goal are required to complete an education course either via eHome America or in-person. Additional support is available via one-on-one Homebuyer Coaching. Upon completion of either coaching and education or education, each participant will receive a certificate of completion. A certificate of completion will also be provided to the down payment assistance processor before loan approval.

Homebuyer Education classes provided by SHE, a HUD certified Counseling agency, is responsible for arranging and administering in-person courses:

Educational courses will consist of two four-hour sessions or one eight-hour session. As often as feasible, industry experts such as loan officers, insurance agents, credit repair representatives, and bankers are included in the training.

Live course materials include:

- ❖ NeighborWorks America Realizing the Dream Workbook (English and Spanish copies available)
- ❖ How to Live Green (English & Spanish)
- ❖ Twelve Ways to Lower Your Homeowners Insurance

Online course materials include:

- ❖ Glossary of terms
- ❖ Option for a separate Money Management course

REALIZING THE AMERICAN DREAM and eHome America CURRICULUM

The first 3 sections deal with preparation for homeownership. The second three deal with financing, finding a home and sustaining homeownership.

1. Are you ready to buy a home?
 - a. Setting Financial Goals
 - b. How to determine if Homeownership is right for you
 - c. Assessing your current financial situation
 - d. Preparing for buying a home
 - e. How to determine how much you can afford to spend
 - f. How to determine if you are ready for homeownership
2. Managing your money
 - a. Assessing your cash flow situation
 - b. Money Habits and attitudes
 - c. How to maximize income and reduce spending
 - d. Saving
 - e. Spending Plans
 - f. When and how to get help
3. Understanding Credit
 - a. Credit reporting agencies, credit reports and credit scores
 - b. Ways to improve your credit
 - c. Nontraditional credit
 - d. Ways to protect your credit
 - e. Your credit rights as consumer
4. Obtaining a mortgage loan
 - a. Mortgage payment and other costs of homeownership
 - b. How a lender decides whether to give you a mortgage loan
 - c. Pre-approval
 - d. Lenders and mortgage products
 - e. Working with a lender
 - f. The loan approval process
 - g. Your rights as a borrower
5. Shopping for a Home
 - a. Shopping for a neighborhood
 - b. Type of homes and ownership
 - c. Locating the right house to meet your wants and needs
 - d. Putting together an offer
 - e. Negotiating
 - f. What happens from contract to closing
6. Protecting your Investment – what happens after you purchase and how to maintain ownership
 - a. Getting to know your home – discusses the common features and basic “need to know” items in a home.

- b. Home Safety
- c. Savings energy and money
- d. Preventative maintenance – This section discusses the importance of maintaining the interior and exterior of the home.
- e. Remodeling and repairs
- f. Community involvement – helps students gain an understanding of the responsibility to be a good neighbor and building a community.
- g. Money management after homeownership – This section builds on the budgeting section from earlier. The importance of
- h. Record keeping
- i. Taxes
- j. Insurance
- k. Considerations for accessing equity, refinancing and prepaying your mortgage
- l. Understanding and avoiding foreclosure

Participants of the *City's/County's* PLHA Hombuyer Program, that wish to seek services for Homebuyer Education and/or Counseling from any other agency must first be approved by CalHome.

SAMPLE CERTIFICATES:

Homebuyer Coaching & Education:



Online Education:



EXHIBIT “G” HOMEBUYER WRITTEN AGREEMENT

PLHA Loan Program Homebuyer Agreement for Mortgage Assistance

NOTICE TO HOMEBUYER: This Agreement contains requirements you must fulfill in exchange for the state assistance you are receiving through the Permanent Local Housing Allocation program (PLHA Program). You should read each paragraph carefully and ask questions regarding any sections you do not fully understand. This Agreement will be enforced through a mortgage loan as set forth in Section 1 below. You should be sure that you thoroughly understand these documents before you sign them.

This Agreement is entered into this _____, 2023 by and between _____, an individual (herein referred to as HOMEBUYER) and the City of _____, a municipal corporation (herein referred to as CITY), to provide low-income homebuyer mortgage assistance through funding made available to the CITY from the California Department of Housing and Community Development (HCD), PLHA Program. The PLHA Program assistance enables HOMEBUYER to purchase the residence located at _____, City Name, California. The house must remain HOMEBUYER’s principal place of residence during the entire period of time covered by this Agreement.

Section 1: Scope of Program

The CITY will loan the HOMEBUYER the sum of _____ (Loan), which was provided to the CITY through the HCD PLHA Program as a grant, thus reducing the sales price of the house to the HOMEBUYER by that same amount, and therefore representing a direct subsidy to the HOMEBUYER. The Loan will be protected by mortgage recorded on the property. The Promissory Note and Deed of Trust will be released once the period of affordability, as described in Section 2 below, has expired. At that time, if the HOMEBUYER has complied with the terms of this Agreement, no further sums will be due to the City.

Section 2: Affordability Period

The period of affordability for the house will be 30 years, based on the amount of the direct subsidy to the HOMEBUYER. During this thirty 30-year period of affordability, the HOMEBUYER must always maintain the house as his/her principal place of residence. The HOMEBUYER should be aware the period of affordability does not begin until the activity is shown a completed. Therefore, the 30-year period of affordability shall begin at the recordation of the Commencement of Affordability, which a conformed copy shall be provided to the HOMEBUYER. At the end of the 30-year period of affordability, the Agreement will expire, and the Promissory Note and Deed of Trust will be released.

Section 3. Loan and Interest Rate

The CITY will provide state PLHA Program funds in the form of a 30-year mortgage at 0% interest to the HOMEBUYER in the sum of _____ (\$000.00).

The PLHA mortgage assistance in the form of a Promissory Note will be secured by a Deed of Trust recorded against the property. The HOMEBUYER understands and agrees that the

Promissory Note secured by a Deed of Trust is made for the sole purpose of assisting the HOMEBUYER in the purchase of the HOMEBUYER's house as the principal place of residence.

Therefore, the HOMEBUYER understands and agrees that the Promissory Note secured by this Deed of Trust shall be immediately due and payable upon the earlier of: (1) any change in residency of the HOMEBUYER from the HOMEBUYER's house which is used as security for the Note described above, unless having obtained the written consent of the CITY; or (2) the sale or transfer, without the CITY's prior written consent, of all or any part of the property, or any interest in the property. A "sale or transfer" means the conveyance of the property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the property, or by any other method of conveyance of land interest.

The CITY and the HOMEBUYER acknowledge and agree that this security instrument is second and subordinate in all respects to the liens, terms, covenants and conditions of the first Deed of Trust and shall not impair the rights of any institutional lender which is the maker of a loan secured by such first deed of trust, or such lender's assignee or successor in interest, to exercise its remedies under the deed of trust in the event of default by the HOMEBUYER. These remedies include the right to foreclosure or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. The terms and provisions of the first Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the first Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the property to low-income households or otherwise restricting the HOMEBUYER's ability to sell the property shall have no further force or effect on subsequent owners or purchasers of the property. Any person, including his/her successors or assigns (other than the HOMEBUYER or a related entity of the HOMEBUYER), receiving title to the property through a foreclosure or deed in lieu of foreclosure of the first Deed of Trust shall receive title to the property free and clear from such restrictions.

In the event of a catastrophic occurrence that results in the property having to be sold, the portion of the existing second mortgage lien that results in the combined loan-to-value ratio being more than 100% of the value of the property will be released with no forgiveness of that portion of the debt, and the contemporaneous execution of an unsecured promissory note equal to the amount released from the second mortgage, and a modification agreement that reduces the secured debt of the existing second mortgage by the amount of the new unsecured promissory note.

Section 4. Use of PLHA Funds

The Loan provided to the HOMEBUYER was initially provided to the Developer as a construction loan for the construction of the house located at _____, City Name, California. Developer's construction loan subsequently converted to a mortgage assistance loan at the transfer of the property title through escrow to the HOMEBUYER, thus representing a direct mortgage subsidy assistance to the HOMEBUYER.

Section 5. Principal Residence Requirement

This Agreement shall remain in force throughout the 30-year period of affordability so long as the house remains the principal residence of the HOMEBUYER. The house shall remain the HOMEBUYER's principal place of residence for the entire 30-year period of affordability as

evidence by the fully executed and recorded Declaration of Restrictions which contains the affordability covenants which shall run with the land and be recorded against the property. Should the HOMEBUYER not maintain the house as his/her principal place of residence, or rent or sell the residence to another party, the HOMEBUYER will be in default of this Agreement and will be required to repay any amount of the PLHA loan outstanding as of the date the house is no longer the principal place of residence of the HOMEBUYER.

Section 6. Recapture Agreement

The CITY requires that PLHA funds be recaptured if the house does not continue to be the HOMEBUYER's principal residence or if all or any part of the property or any interest in it is sold, rented, conveyed, or transferred for the duration of the 30-year period of affordability. If the net proceeds are not sufficient to recapture the full PLHA loan amount plus enable the HOMEBUYER to recover the amount of the HOMEBUYER's down payment and any capital improvement investment made by the HOMEBUYER since purchase, the CITY may share the net proceeds. The net proceeds are the sales price minus superior loan repayment (other than PLHA funds) and any closing costs.

In the event of foreclosure, the amount subject to recapture is based on the amount of net proceeds (if any) from the foreclosure sale. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

PLHA loan investment	x	Net	= PLHA recaptured
-----		proceeds	
PLHA loan + homeowner investment			
Homeowner investment	x	Net	= amount to homeowner
-----		proceeds	
PLHA loan + homeowner investment			

Section 7. Low-Income Homebuyer

The HOMEBUYER attests, and the CITY has verified, that the HOMEBUYER qualifies as a low-income individual or household as defined in the PLHA Program regulations and has a total income that does not exceed 80% of the Area Median Income for _____ County as defined by the California Department of Housing and Community Development (HCD).

Section 8. Appraised Value of Housing Determined to be Modest

The CITY certifies that the property appraiser has appraised the value of the house located at _____, City Name, California, that is subject of this Agreement is [\$ FILL IN DOLLAR AMOUNT]. The CITY has verified that the purchase price of the house does not exceed 95% of the median purchase price of the area, as set forth in 24 CFR Part 92.254(a)(2)(iii).

Section 9. Insurance Requirement

The HOMEBUYER must at all times during the duration of the Agreement maintain a valid and current insurance policy on the house for the current appraised or assessed value of the house. Failure to maintain a valid and current insurance policy will be considered a breach of this Agreement, and the CITY will have the right to foreclose on its mortgage lien if necessary to protect the PLHA loan program.

Section 10. Property Standards

Pursuant to the PLHA Program rules, the property located at _____ City Name, California must meet all State and local housing quality standard and CITY code requirements. If no such standards or codes apply, the property must at a minimum meet the HUD Section 8 Housing Quality Standards/Uniform Physical Conditions Standards.

HOMEBUYER

_____, an individual
(Attach notary certificate of acknowledgment)

Date

CITY OF _____,
A California municipal corporation

By: _____
Name:
Title: City Manager
(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:
Name:
City Attorney

By: _____
Name:
Title:

ATTEST:

City Clerk

By: _____
Name:
Title: Deputy City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Yerlys Hernandez , Public Works Director
Megan Snyder, Community Development Director

SUBJECT: Approval of Resolution No. 2025-58 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE AGREEMENT WITH ULTREX FOR THE RENTAL OF A DIGITAL COPIER PRINTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A 60 MONTH LEASE

SUMMARY:

The City's Public Works Department and Community Development Department currently share a printer that is located in the Public Works office. Due to the amount of printing that both departments do, the Printer is in constant need of having ink being refilled. Since the City purchases the ink at retail price, the city is not getting the best pricing available to wholesale printing companies. Because of this, other departments in the City have utilized the services of Ultrex which provides many cost effective printing solutions. Ultrex maintains, troubleshoots, and refills ink for their leased printing units. Moving towards the leasing of the Ultrex Printer will not only reduce the cost of printing and reduce staff time of purchasing and refilling ink, it will also ensure the printer is always running in top shape when needed.

FINANCIAL IMPACT:

The Financial impact will be \$119.00 per month and \$0.08 per black copy and \$0.054 for color copies which will be distributed among the Public Works and Community Development budgets. Adequate funds are available to offset this cost.

RECOMMENDATION:

Based on the outlined benefits, Staff recommends the City Council to move forward with the Lease with Ultrex for the printer, and authorizing the City Manager to enter into a 60month lease for printing services.

ATTACHMENTS:

1. City of McFarland c250ir revised 4-21-25
2. bizhub_C250i_Datasheet

RESOLUTION NO. 2025-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE AGREEMENT WITH ULTREX FOR THE RENTAL OF A DIGITAL COPIER, PRINTER AND SCANNER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A 60 MONTH LEASE.

WHEREAS, the City's Public Works Department and Community Development Department share a printer

WHEREAS, the City's Public Works Department and Community Development Department's printing quantities, require constant ink refill

WHEREAS, the City's pays retail price for ink purchases that are not cost effective

WHEREAS, Wholesale printing companies have better pricing on their Ink and maintain their printers

WHEREAS, The city will benefit in the long run of these reduced prices on ink and utilize less staff hours troubleshooting printers.

WHEREAS, it is necessary to authorize the City Manager to enter into a 60 month lease agreement with Ultrex for printing services.

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 for Ultrex in the amount of \$119.00 per month
3. The City Council hereby authorizes the City Manager to enter into a 60 month agreement for printing services.
4. The City Clerk shall certify 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 May

22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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



April 21, 2025

City of McFarland



KONICA MINOLTA

Bizhub C250ir Digital Copier/Printer
DF-714 Dual Scan Document Feeder
11x17 Printing and Copying
Unlimited Duplexing
Color Printing
Color Scanning
Faxing

60 Month Lease:
\$119.00 per month



Maintenance

All parts, labor, toner, developer and drums are included at \$.008 per copy black and white and \$.054 for color. Paper and staples not included.

Prices do not include tax.



KONICA MINOLTA

bizhub C250i

**bizhub
i-SERIES IS
SMARTER
WORKING**
RETHINK IT



Giving Shape to Ideas

CUSTOMER BENEFITS



Intuitive operability

Operate the bizhub like a smartphone or tablet with fully customized user interface



Mobile connectivity

Print anytime from anywhere with Konica Minolta's innovative mobile technologies



Security

Secure network integration, data encryption, SSD overwrite, and advanced user authentication



Application ecosystem

Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio



Productivity

Reliability, high-speed scanning and printing, combined with powerful finishing functions



Sustainability

Efficient printer fleet management, including automatic consumables delivery, pro-active maintenance and remote setup

OPTIONS

1 ENHANCED FEATURES

PDF enhancements

LK-102v3

OCR text recognition

LK-105v4

Barcode fonts

LK-106

Unicode fonts

LK-107

OCR A and B fonts

LK-108

Document converter pack

LK-110v2

ThinPrint® client

LK-111

Antivirus

LK-116



2 CONNECTIVITY

Fax board

FK-514

x2

Fax board

FK-515

Mount kit

MK-742

Wireless LAN

UK-221

USB I/F kit

EK-608

USB I/F kit

EK-609

Fiery controller

IC-420

Interface kit

VI-516

Interface board

UK-115

Biometric authentication

AU-102

ID Card Reader

AU-205H

Mount kit

MK-735

3 OTHERS

Document feeder

DF-632

Document feeder

DF-714

Original cover

OC-511

Working table

WT-506

10-Key pad

KP-102

Security kit

SC-509

Keyboard holder

KH-102

Keyboard

External Keyboard

4 MEDIA INPUT

1 Universal tray

PC-116

2 Universal tray

PC-216

Large capacity tray

PC-416

Copier desk

DK-516

Large Capacity tray

LU-302

Banner tray

MK-730

5 MEDIA OUTPUT

Job Separator

JS-506

Inner Finisher

FS-533

Punch kit

PK-519

Staple finisher

FS-536

Relay unit

RU-513

Staple/booklet finisher

FS-536SD

Relay unit

RU-513

Punch kit

PK-520

LEGEND

Mandatory option

Option

This option can only be installed with the respective option above it

FINISHING FUNCTIONALITIES



Corner
stapling



Two-point
stapling



Two-hole
punching



Three-hole
punching



Duplex



Combined
mixplex/
mixmedia



Half-fold



Sheet
insertion,
report



Letter-fold



Booklet



Offset
sorting



Banner
printing

DESCRIPTIONS

ENHANCED FEATURES

LK-102v3 PDF enhancements	PDF/A (1b); PDF encryption; digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX; XLSX and PDF/A
LK-111 ThinPrint® Client	Print data compression for reduced network impact
LK-116 Antivirus	Bitdefender® Antivirus provides real time scanning of all input/output data

CONNECTIVITY

FK-514 Fax board	Super G3 fax, digital fax functionality
FK-515 Fax board	Super G3 fax, digital fax functionality, lines 3 & 4 support
MK-742	Installation kit for FK-515
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection; Bluetooth
IC-420 Fiery controller	Professional color print controller
VI-516 Interface kit for IC-420	Fiery controller interface card
UK-115 Interface board for IC-420	Fiery controller interface board
AU-102 Biometric authentication	Finger vein scanner
AU-205H card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader

OTHERS

DF-632 Document feeder	Reversing automatic document feeder, capacity 100 originals
DF-714 Document feeder	Dualscan automatic document feeder, capacity 100 originals
OC-511 Original cover	Cover instead of ADF
WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For use instead of touchscreen
SC-509 Security kit	Copy guard function (2 kits required for Dualscan ADF)
KH-102 Keyboard holder	To place USB keyboard
External Keyboard	Keyboard for alpha numeric data entry

MEDIA INPUT

PC-116 1 Universal tray	500 sheets, 5.5" x 8.5" to 11" x 17", 52-256 gsm
PC-216 2 Universal tray	2x 500 sheets, 5.5" x 8.5" to 11" x 17", 52-256 gsm
PC-416 Large capacity tray	2,500 sheets, 8.5" x 11", 52-256 gsm
LU-302 Large capacity tray	3,000 sheets, 8.5" x 11", 52-256 gsm
MK-730 Banner tray	Multipage banner feeding
DK-516 Copier desk	Provides storage space for print media and other materials

MEDIA OUTPUT

FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
PK-519 Punch kit for FS-533	2/3 hole punching, autoswitching
FS-536 Staple finisher	50-sheet stapling, 3,300 sheets max. output
FS-536SD Booklet finisher	50-sheet staple finisher; 20-sheet booklet finisher; 2,300 sheets max. output
PK-520 Punch kit for FS-536(SD)	2/3 hole punching; autoswitching
RU-513 Relay unit	For FS-536(SD)/FS-537(SD) installation, (Max. 100 sheets output capacity)
JS-506 Job separator	Separation of fax output; etc.

TECHNICAL SPECIFICATIONS

SYSTEM SPECIFICATIONS

Panel size/resolution	10.1" / 1024 x 600
System memory (standard/max)	8 GB
Solid State Drive	256 GB (standard)
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n (optional)
Network protocols	TCP/IP (IPv4/IPv6); SMB; LPD; IPP; SNMP; HTTP(S); AppleTalk; Bonjour
Automatic document feeder (optional)	Up to 100 originals; A6-A3; 35-163 gsm; RADF or Dual scan ADF available
Paper input capacity (standard/max)	1,150 sheets / 6,650 sheets
Paper tray input (standard)	1x 500 sheets; 3.5" x 8.5" to 11" x 17"; custom sizes; 52-256 gsm 1x 500 sheets; 5.5" x 8.5" to 12" x 18"; custom sizes; 52-256 gsm
Paper tray input (optional)	2x 500 sheets; 5.5" x 8.5" to 11" x 17"; 52-256 gsm 1x 2,500 sheets; 8.5" x 11"; custom sizes; 52-256 gsm
Large capacity tray (optional)	1x 3,000 sheets; 8.5" x 11"; custom sizes; 52-256 gsm
Manual bypass	150 sheets; 3.5" x 8.5" to 12" x 18"; Custom sizes; Banner; 60-300 gsm
Automatic duplexing	5.5" x 8.5" to 12" x 18"; 52-256 gsm
Finishing modes (optional)	Offset; Group; Sort; Staple; Punch; Half-fold; Letter-fold; Booklet
Output capacity (standard)	Max. 250 sheets
Output Capacity (optional)	Max. 3,300 sheets
Stapling	Max. 50 sheets or 48 sheets + 2 cover sheets (up to 209 gsm)
Letter fold	Max. 3 sheets
Letter fold capacity	Max. 30 sheets; unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 209 gsm)
Booklet output capacity	Max. 100 booklets; unlimited (without tray)
Copy/print volume (monthly)	Max. 1 130,000 pages
Toner lifetime	Black up to 28,000 pages CMY up to 28,000 pages

Imaging unit lifetime	Black up to 225,000/1,000,000 pages (drum/developer) CMY up to 105,000/1,000,000 pages (drum/developer)
Power consumption	110-120 V / 50/60 Hz; Less than 1.50 kW
System dimension (W x D x H)	24.2" x 27" x 31" (without options)
System weight	Approx. 187 lbs. (without options)

PRINTER SPECIFICATIONS (STANDARD)

Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Print Speed letter (mono/color)	Up to 25/25 ppm
Page description language	PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
Operating System	Windows 7 (32/64); Windows 8/8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Unix; Linux; Citrix
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	AirPrint (iOS); Mopria (Android); Konica Minolta Mobile Print (iOS/Android/Windows 10 Mobile); Mobile Authentication and Pairing (iOS/Android) Optional: Google Cloud Print; WiFi Direct

PRINTER SPECIFICATIONS (OPTIONAL)

Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	2 GB / 500 GB
Page description language	Adobe PostScript 3 (CPSI 3020); PCL 6; PCL 5c

SCANNER SPECIFICATIONS

Scan speed (mono/color)	Up to 100/100 ipm in simplex Up to 200/200 ipm in duplex
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX Optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLSX
Scan destinations	2,100 (single + group); LDAP support

COPIER SPECIFICATIONS

Imaging technology	Laser
Toner technology	Simitri® HD polymerized toner
Copy/print speed letter (mono/color)	Up to 25/25 ppm
Copy/print speed letter (mono/color)	Up to 12/12 ppm
Autoduplex Speed 11x17 (mono/color)	Up to 25/25 ppm
1 st copy out time letter	5.2/6.9 sec.
Warm-up time	Approx. 12 sec. in mono; 13 sec. in color ²
Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	3.5" x 8.5" to 11" x 17"; Custom sizes
Magnification	25-400% in 0.1% steps; Auto-zooming

FAX SPECIFICATIONS

Fax standard	Super G3 (optional)
Fax transmission	Analog; i-Fax; Color i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,100 (single + group)

USER BOX SPECIFICATIONS

Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling

SYSTEM FEATURES

Security Functions (standard)	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL2; SSL3 and TLS1.0/1.1/1.2/1.3 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Solid state drive overwrite (8 standard types); SSD data encryption (AES 256); Memory data auto deletion; Confidential fax receipt; Print user data encryption
Security Functions (optional)	Antivirus realtime scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)
Accounting (standard)	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition
Accounting Functions (optional)	Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (Android/iOS)
Software	Net Care Device Manager; Data Administrator; Box Operator; Web Connection; Print Status Notifier; Driver Packaging Utility; Log Management Utility

¹ Maximum monthly copy/print volume supported under standard vendor supplied service. Defines the upper end of the expected customer volume for the device. Customers should consider multiple machines if average monthly volume approaches duty cycle on a continual basis.

² Warm-up time may vary depending on the operating environment and usage.

- All specifications refer to letter-size paper of 80 gsm weight.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (6% coverage of letter). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.

PARTNERSHIP.

Konica Minolta can help give shape to your ideas and partner with you to achieve your corporate objectives. Contact us to realize opportunities in:

INFORMATION MANAGEMENT

Enterprise Content Management (ECM)
Document Management
Automated Workflow Solutions
Business Process Automation
Security and Compliance
Mobility
eDiscovery Services

IT SERVICES

Application Services
Cloud Services
IT Security
Managed IT Services
IT Consulting & Projects
Apple Managed Services
Managed Voice Services
Technology Implementation and Deployment

TECHNOLOGY

Office Multifunction Business Solutions
Commercial and Production Printers
Industrial Printers
Wide Format Printers
3D Printers
Scanners
Security Surveillance Systems
Laptops, Desktops and Computer Hardware
Servers and Networking Equipment
Managed Print Services (MPS)
Managed Enterprise Services



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446

CountOnKonicaMinolta.com

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City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: CONSENT AGENDA
Meeting Date: May 22, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director

SUBJECT: Approval of Resolution No. 2025-60 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PYRO SPECTACULARS, INC. FOR THE 2025 INDEPENDENCE DAY FIREWORKS DISPLAY

SUMMARY:

The McFarland Independence Day Celebration and Fireworks Show will be a family-friendly community event, with a focus on creating a patriotic atmosphere. The event will feature live entertainment, food vendors, games, and culminate in a spectacular fireworks show at night. The goal of the McFarland City Council is to create opportunities to make lasting family memories and give back to the community. We are hosting the first city Independence Day event on Thursday, July 3, 2025.

It is the collective goal of the council, city staff and community to create opportunities to bring families, community members, and visitors of all ages together to make lasting memories in our great city. The event aims to foster community spirit and celebrate the nation's independence.

Pyro Spectaculars, Inc. have provided the most cost effective, thorough and complete fireworks show proposal.

FINANCIAL IMPACT:

The total financial impact of the fireworks show is \$21,000.00 to the general fund to cover initial costs. Staff anticipates continued community support to offset this cost in the general fund.

RECOMMENDATION:

Staff recommends the approval of the Pyro Spectaculars, Inc. agreement.

ATTACHMENTS:

1. McFarland, City of_Proposal_7-3-25_A
2. McFarland, City of_Agreement_7-2-25_A MIG Signed

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PYRO SPECTACULARS, INC. FOR THE 2025 INDEPENDENCE DAY FIREWORKS DISPLAY

WHEREAS, the City of McFarland is committed to fostering civic pride, community engagement, and the celebration of national holidays through inclusive and family-friendly public events; and

WHEREAS, the City Council has identified the 2025 McFarland Independence Day Celebration and Fireworks Show, scheduled for July 3, 2025, as an important community event intended to bring residents and visitors together in honor of the nation's independence; and

WHEREAS, Pyro Spectaculars, Inc. has submitted a proposal to provide a professionally produced fireworks display on July 3, 2025, which includes all pyrotechnic equipment, trained technicians, insurance, and necessary preproduction services; and

WHEREAS, staff has reviewed the proposal and determined that Pyro Spectaculars, Inc. offers the most cost-effective and complete option to ensure a safe and high-quality fireworks production; and

WHEREAS, the total cost of the production is \$21,000.00, to be funded from the City's General Fund, with ongoing efforts to secure community support to help offset the cost; and

WHEREAS, the City Council desires to authorize the City Manager to enter into a formal agreement with Pyro Spectaculars, Inc. to secure fireworks services for the 2025 event.

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 fireworks display proposal and agreement with Pyro Spectaculars, Inc. for the July 3, 2025 Independence Day Celebration, in the amount of \$21,000.00.
2. The City Council authorizes the City Manager to execute the agreement and any related documents necessary to carry out the terms and conditions of the agreement, subject to final review by the City Attorney.
3. 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 May 22, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

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

2025 Pyrotechnics Proposal



City of McFarland

May 19, 2025

City of McFarland
Megan Snyder
401 W Kern Ave.
McFarland, CA 92350

Subject: Proposal for your event on **July 3, 2025, PROGRAM A** for **\$21,000.00**.

Pyrotechnics/Theatrical:	☐ Close Proximity	☒ Display Fireworks	☐ Firecrackers
Special Effects:	☐ Spark Machines	☐ Flames	☐ CO2 Cryo Jets
	☐ Confetti/Streamers	☐ Lights	☐ Foggers
Drones:	☐ Light Animations	☐ Accents	

Dear Megan Snyder,

Pyro Spectaculars, Inc. is delighted to present our proposal for the full-service custom-designed **PROGRAM A** for the production of your upcoming event. We are confident that our production capabilities and crew experience will result in the display of an unforgettable experience for your audience.

Enclosed you will find three important documents that outline our **PROGRAM A** proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts.
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both Pyro Spectaculars, Inc. and City of McFarland that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

To secure your program, return the fully executed Production Agreement to our office by the PRICE FIRM date, May 30, 2025. Please note that program availability, pricing, and show date may be subject to change if these are not timely received.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Jacky Becerril, at (909) 355-8120, extension 234.

Sincerely,

Pyro Spectaculars, Inc.

Jennifer Waite

Jennifer Waite, Show Producer
(JB)

Pyro Spectaculars, Inc.
P.O. Box 2329, Rialto, CA 92377 • Phone: (909) 355- 8120 • Fax: (909) 355-9813

PYRO
SPECTACULARS

PYROSPEC.COM

Pyrotechnics Proposal
City of McFarland
PROGRAM A – July 3, 2025
\$21,000.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	130
◆ 4" Souza Designer Selections	140
◆ 5" Souza Designer Selections	60

Total of Main Body - Aerial Shells 330

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Bombardment Shells	50
◆ 4" Souza Designer Bombardment Shells	30
◆ 5" Souza Designer Bombardment Shells	18

Total of Grand Finale 98
Grand Total 428

*Product descriptions are for specification of product quality, classification, and value.
Final product selections will be based on availability, suitability, and overall artistic style.*



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2025 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of McFarland**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 3, 2025**, at approximately **9:15 PM**, at **City Property on Mast and Cliff open field, West of Golden State Annex, near 611 Frontage Road, McFarland, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$21,000.00 USD (TWENTY-ONE THOUSAND DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee **\$10,500.00 USD (TEN THOUSAND FIVE HUNDRED DOLLARS)** plus estimated permit and standby fees, and other regulatory costs approximated at **\$1,195.00 OR an amount to be determined**, for a total of **\$11,695.00**, upon the execution of this Agreement by both parties but no later than **June 6, 2025**. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than **July 1, 2025**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Kern County Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - **City of McFarland, 401 W. Kern Ave., McFarland, CA 92350.**

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

City of McFarland
Program A
July 3, 2025
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.
19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT’s obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO’s offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 30, 2025
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of McFarland

By: 
Its: Vice President

By: _____
Its: _____

Date: 5/19/25

Print Name
Date: _____

SHOW PRODUCER: **Jennifer Waite**

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of McFarland
("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 3, 2025**, at approximately **9:15 PM** at **City Property on Mast and Cliff open field, West of Golden State Annex, near 611 Frontage Road, McFarland, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.