



MCFARLAND CITY COUNCIL

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

Regular Meeting Notice and Agenda

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

Thursday, August 22, 2024
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARIA T. PEREZ, *Council Member*

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

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

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

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

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano

Council Member/Board Member, Amador Ayon

Council Member/Board Member, Anita Gonzalez

Council Member/Board Member, Maria T. Pérez

INVOCATION:**PLEDGE OF ALLEGIANCE****FEATURED PET:**

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

PRESENTATIONS, INTRODUCTIONS AND AWARDS

PUBLIC COMMENT: The public may address the Council/Board Member on items, which do not appear on the agenda. Council/Board Members may respond briefly to statements made or questions posed. They may ask a question for clarification; may refer the item to staff for further study or for placement on a future agenda. Speakers are limited to two minutes for each person. Please state your name and address for the record prior to making a presentation. Fifteen minutes total will be allowed for any one subject.

COUNCIL COMMENTS**DEPARTMENTAL REPORTS**

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

1. Approval of Expense Report in the Amount of \$203,957.39 from 7/27/2024 to 8/9/2024.
2. Approval of August 8, 2024 Regular Meeting Minutes
3. Approve Ordinance 11-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.04 OF THE MCFARLAND MUNICIPAL CODE RELATING TO BUSINESS LICENSES
4. Approval of Resolution No. 2024-655 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING ADDENDUM NO. 1 TO THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR AN ADDITIONAL SIX MONTHS
5. Approval of Resolution No. 2024-99 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE QUOTE FROM WILSCOT FOR THE PURCHASE OF AN OFFICE TRAILER FOR FACILITY NEEDS AND AUTHORIZING A CAPITAL IMPROVEMENT PROJECT PURCHASE IN THE AMOUNT OF \$31,241.49.

PUBLIC HEARINGS**ADMINISTRATIVE AGENDA**

6. Approval of Resolution No. 2024-96 A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF MCFARLAND RATIFYING THE DECISION TO PROCEED WITH AN URGENCY PURCHASE OF TWO HIDROSTAL SUBMERSIVE PUMPS TO COMPLETE THE SAN JUAN LIFT STATION PUMP PROJECT AND APPROVING AN ADDITIONAL APPROPRIATION TO THE WASTEWATER FUND

7. Approval of Resolution No. 2024-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE BID SUBMITTED BY TALLEY OIL, INC. FOR THE STREET REJUVENATION AND SLURRY SEAL PROJECT AT VARIOUS LOCATIONS IN THE AMOUNT OF \$277,115.50, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, AND APPROVING AN APPROPRIATION OF \$157,526.50 TO THE GENERAL FUND

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)
- b. Kern Local Agency Formation Commission (LAFCO)

COUNCIL STATEMENTS AND REPORTS:

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

CLOSED SESSION

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on August 19, 2024.

Erika De La Cruz

Erika De La Cruz, City Clerk

Diego Viramontes

Diego Viramontes, City Manager

Next Meeting: Regular City Council September 11, 2024.

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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.

**KENNEL IDENTIFICATION CARD****SEAN**

NOTES: Sean is a very playful dog. He has a lot of energy and loves to play with water. He is leash friendly and is looking for a forever home.

Panacur: 12/20, 12/21, 12/22



Intake ID:	221219-0001
Breed:	Pit Mix
Color:	Black/Brown
Sex:	Male
Age:	2-3 yrs
Weight:	50 lbs.
Chip/Tag:	None
Collar Type:	None
Arrival Date:	12/22/2022
Arrival Reason:	Abandoned
Brought in by:	ACO Rivera
Status:	Available
Location of Impound:	Abandoned at Shelter
Available Date:	12/22/2022
DAPP Vaccine:	12/19/2022
Stickers Here:	





City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 7/27/2024 - 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC					
ADLERHORST INTERNATIONAL...	Inv. 121596	07/07/2024	Inv. 121596 - K9 Monthly Off-S...	01-150-56000-0000-1	292.00
ADLERHORST INTERNATIONAL...	Inv. 121730	08/07/2024	Inv. 121730 - K9 Monthly Off-S...	01-150-56000-0000-1	292.00
Vendor ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC Total:					584.00
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	Inv. 0187755	08/07/2024	Inv. 0187755 Service Console ...	01-150-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0027722	08/08/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0027723	08/08/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0027724	08/08/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0027725	08/08/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0027726	08/08/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0027743	08/08/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
American Fidelity	INV0027761	08/08/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0027761	08/08/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0027762	08/08/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0027763	08/08/2024	American Fidelity - Disability I...	01-22700-0000-1	23.92
American Fidelity	INV0027763	08/08/2024	American Fidelity - Disability I...	30-22700-0000-1	35.69
American Fidelity	INV0027763	08/08/2024	American Fidelity - Disability I...	31-22700-0000-1	11.65
American Fidelity	INV0027763	08/08/2024	American Fidelity - Disability I...	32-22700-0000-1	14.32
American Fidelity	INV0027763	08/08/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0027764	08/08/2024	Health FSA	01-22600-0000-1	19.23
American Fidelity	INV0027765	08/08/2024	Life 1	01-22900-0000-1	21.03
American Fidelity	INV0027765	08/08/2024	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0027765	08/08/2024	Life 1	30-22900-0000-1	35.79
American Fidelity	INV0027765	08/08/2024	Life 1	31-22900-0000-1	8.10
American Fidelity	INV0027765	08/08/2024	Life 1	32-22900-0000-1	9.01
American Fidelity	INV0027765	08/08/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0027766	08/08/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0027778	08/08/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0027779	08/08/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
Vendor American Fidelity - American Fidelity Total:					591.78
Vendor: Auto Zone - Auto Zone					
Auto Zone	INV 6270924005	07/31/2024	INV 6270924005 Washer Fluid...	01-160-56600-0000-1	43.46
Auto Zone	Inv. 6270908793	07/31/2024	Inv. 6270908793 Vehicle Main...	01-150-56600-0000-1	32.98
Auto Zone	INV.#6270913187	07/31/2024	INV.#6270913187	30-500-56600-0000-1	69.47
Auto Zone	INV#6270915175	08/07/2024	INV#6270915175	32-510-56400-0000-1	8.56
Auto Zone	INV#6270923869	08/07/2024	INV#6270923869	32-510-57400-0000-1	22.98
Auto Zone	INV#6270928068	08/07/2024	INV#6270928068	34-520-56600-0000-1	60.88
Vendor Auto Zone - Auto Zone Total:					238.33
Vendor: CORD100 - Axel Cordova					
Axel Cordova	INV0027792	07/07/2024	Reimbursement Axel Cordova...	32-510-53250-0000-1	114.95
Axel Cordova	INV0027791	08/07/2024	Reimbursement Axel Cordova...	32-510-53200-0000-1	83.08
Vendor CORD100 - Axel Cordova Total:					198.03
Vendor: Bakersfield Well - Bakersfield Well					
Bakersfield Well	INV#RB 24227	07/07/2024	INV#RB 24227	32-510-56400-0000-1	700.00
Vendor Bakersfield Well - Bakersfield Well Total:					700.00
Vendor: Berchtold Equipment - Berchtold Equipment					
Berchtold Equipment	INV P25860	07/31/2024	INV P25860 Streets Dept. Hea...	01-180-56430-0000-1	181.00
Berchtold Equipment	INV W09767	07/31/2024	INV W09767 Repair Kubota	01-180-56410-0000-1	574.39

Expense Approval Report

Payment Dates: 7/27/2024 - 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Berchtold Equipment	INV W09767	07/31/2024	INV W09767 Repair Kubota	32-510-56410-0000-1	574.39
Vendor Berchtold Equipment - Berchtold Equipment Total:					1,329.78
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV 24-144	07/31/2024	INV 24-144 Job #24602 Cliff A...	25-000-52960-2402-1	9,710.00
BHT Engineering, Inc.	INV 24-145	07/31/2024	INV 24-145 5th St. W. Sherw...	25-000-52960-2403-1	10,485.00
BHT Engineering, Inc.	INV 24-146	07/31/2024	INV 24-146 Job #24604 San Lu...	25-000-52960-2507-1	9,975.00
BHT Engineering, Inc.	INV 24-231	07/31/2024	INV 24-231 Job #24602 Cliff A...	25-000-52960-2402-1	1,810.00
BHT Engineering, Inc.	INV 24-232	07/31/2024	INV 24-232 Job #24603 5th. St...	25-000-52960-2403-1	6,767.50
BHT Engineering, Inc.	INV 24-233	07/31/2024	INV 24-233 San Lucas E. Sher...	25-000-52960-2403-1	6,922.50
BHT Engineering, Inc.	INV 24-235	07/31/2024	INV 24-235 2024 QAP Update	01-140-56000-0000-1	1,600.00
BHT Engineering, Inc.	INV#24-138	07/31/2024	INV#24-138	25-000-52960-8290-1	612.50
BHT Engineering, Inc.	INV#24-139	07/31/2024	INV#24-139	25-000-52960-8280-1	495.00
BHT Engineering, Inc.	INV#24-140	07/31/2024	INV#24-140	25-000-52960-2303-1	150.00
BHT Engineering, Inc.	INV#24-140	07/31/2024	INV#24-140	25-000-52960-2304-1	150.00
BHT Engineering, Inc.	INV#24-140	07/31/2024	INV#24-140	25-000-52960-2305-1	150.00
BHT Engineering, Inc.	INV#24-141	07/31/2024	INV#24-141	25-000-52960-8280-1	292.50
BHT Engineering, Inc.	INV#24-230	07/31/2024	INV#24-230	25-000-52960-8290-1	142.50
BHT Engineering, Inc.	Inv No 24-174	07/07/2024	Inv No 24-174 - PM APN 060-...	01-140-56000-0000-1	462.50
BHT Engineering, Inc.	Inv No 24-237	07/07/2024	Inv No 24-237 - Tract 7393 Ph ...	01-140-56000-8472-1	995.00
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					50,720.00
Vendor: BRIANKNOX - Brian Knox					
Brian Knox	2024 Tuition Reimbursement 2	07/31/2024	2024 Tuition Reimbursement	01-150-55150-0000-1	2,000.00
Vendor BRIANKNOX - Brian Knox Total:					2,000.00
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AH16706	07/31/2024	INV AH16706 Quanti-Tray 51 ...	32-510-58200-0000-1	190.00
BSK ASSOCIATES	INV AH16707	07/31/2024	INV AH16707 Quanti-Tray Coli...	32-510-58200-0000-1	130.00
BSK ASSOCIATES	INV AH16853	07/31/2024	INV AH16853 Arsenic EPA TCP...	32-510-58200-0000-1	821.68
BSK ASSOCIATES	INV AH17504	07/31/2024	INV AH17504 Coliform Presen...	32-510-58200-0000-1	170.65
BSK ASSOCIATES	INV AH17524	07/31/2024	INV AH17524 Nitrate-N TCP	32-510-58200-0000-1	385.00
BSK ASSOCIATES	INV AH17537	07/31/2024	INV AH17537 Arsenic, CA DW ...	32-510-58200-0000-1	190.00
BSK ASSOCIATES	INV AH17571	07/31/2024	INV AH17571 BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH18137	07/31/2024	INV AH18137 Quanti-Tray 51 ...	32-510-58200-0000-1	130.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					2,167.33
Vendor: CA Department of Jus - CA Department of Justice					
CA Department of Justice	Inv. 748421	07/31/2024	Inv. 748421 Live Scan - Admin...	01-110-56000-0000-1	32.00
CA Department of Justice	Inv. 748421	07/31/2024	Inv. 748421 Live Scan - Finan...	01-115-56000-0000-1	32.00
CA Department of Justice	Inv. 748421	07/31/2024	Inv. 748421 Live Scan - Mobile...	01-130-56000-0000-1	32.00
CA Department of Justice	Inv. 748421	07/31/2024	Inv. 748421 Live Scan - Com...	01-140-52200-0000-1	32.00
CA Department of Justice	Inv. 748421	07/31/2024	Inv. 748421 Live Scan - PD	01-150-56000-0000-1	51.00
Vendor CA Department of Jus - CA Department of Justice Total:					179.00
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 89000	07/31/2024	INV 89000 Sewer Master Plan	30-500-56000-7820-1	4,923.50
Cannon Corporation	INV 89106	07/31/2024	INV 89106 SCADA Professiona...	30-500-56000-7820-1	2,107.50
Cannon Corporation	Inv No 88554	07/07/2024	Inv No 88554 - Tract 7394 Se...	01-140-56000-8472-1	540.75
Vendor Cannon - Cannon Corporation Total:					7,571.75
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV#4199431691	07/31/2024	INV#4199431691	01-180-51800-0000-1	114.74
Cintas Corporation No.3	INV#4199431691	07/31/2024	INV#4199431691	20-200-51800-0000-1	39.72
Cintas Corporation No.3	INV#4199431691	07/31/2024	INV#4199431691	30-500-51800-0000-1	124.49
Cintas Corporation No.3	INV#4199431691	07/31/2024	INV#4199431691	32-510-51800-0000-1	79.09
Cintas Corporation No.3	INV 4200140750	08/07/2024	INV 4200140750 Cintas	01-180-51800-0000-1	98.90
Cintas Corporation No.3	INV 4200140750	08/07/2024	INV 4200140750 Cintas	20-200-51800-0000-1	23.88
Cintas Corporation No.3	INV 4200140750	08/07/2024	INV 4200140750 Cintas	30-500-51800-0000-1	127.16
Cintas Corporation No.3	INV 4200140750	08/07/2024	INV 4200140750 Cintas	32-510-51800-0000-1	69.77
Vendor Cintas - Cintas Corporation No.3 Total:					677.75
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV#V219097	07/31/2024	INV#V219097	32-510-57400-0000-1	380.83
Vendor Core & Main LP - Core & Main LP Total:					380.83

Expense Approval Report

Payment Dates: 7/27/2024 - 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KCPW - County of Kern Public Works					
County of Kern Public Works	TCK# 91889798	07/31/2024	TCK# 91889798	32-510-52200-0000-1	28.14
Vendor KCPW - County of Kern Public Works Total:					28.14
Vendor: Data Ticket, Inc - Data Ticket, Inc					
Data Ticket, Inc	Inv. 167157	07/31/2024	Inv. 167157 - Citation Processi...	01-155-56000-0000-1	100.00
Vendor Data Ticket, Inc - Data Ticket, Inc Total:					100.00
Vendor: DC Frost - DC Frost Associates, Inc					
DC Frost Associates, Inc	INV 44133	07/31/2024	INV 44133 Lagoon #1 Manifold..	30-500-52910-2527-1	12,078.60
Vendor DC Frost - DC Frost Associates, Inc Total:					12,078.60
Vendor: Delano Propane - Delano Propane					
Delano Propane	INV#07.18.24	07/31/2024	INV#07.18.24	01-180-56500-0000-1	145.57
Vendor Delano Propane - Delano Propane Total:					145.57
Vendor: EDD - EDD					
EDD	INV0027717	08/08/2024	State Income Tax Withholding	01-22200-0000-1	18.21
EDD	INV0027717	08/08/2024	State Income Tax Withholding	30-22200-0000-1	27.32
EDD	INV0027717	08/08/2024	State Income Tax Withholding	31-22200-0000-1	18.21
EDD	INV0027717	08/08/2024	State Income Tax Withholding	32-22200-0000-1	27.32
EDD	INV0027718	08/08/2024	SDI - State Disability Insurance	01-22200-0000-1	5.94
EDD	INV0027718	08/08/2024	SDI - State Disability Insurance	30-22200-0000-1	8.91
EDD	INV0027718	08/08/2024	SDI - State Disability Insurance	31-22200-0000-1	5.94
EDD	INV0027718	08/08/2024	SDI - State Disability Insurance	32-22200-0000-1	8.91
EDD	INV0027746	08/08/2024	State Income Tax Withholding	01-22200-0000-1	2,444.83
EDD	INV0027746	08/08/2024	State Income Tax Withholding	30-22200-0000-1	6.95
EDD	INV0027746	08/08/2024	State Income Tax Withholding	32-22200-0000-1	6.96
EDD	INV0027747	08/08/2024	SDI - State Disability Insurance	01-22200-0000-1	784.39
EDD	INV0027747	08/08/2024	SDI - State Disability Insurance	30-22200-0000-1	1.91
EDD	INV0027747	08/08/2024	SDI - State Disability Insurance	32-22200-0000-1	1.89
EDD	INV0027748	08/08/2024	State Unemployment Insuran...	01-22250-0000-1	160.54
EDD	INV0027749	08/08/2024	Employment Training Tax	01-22275-0000-1	3.41
EDD	INV0027752	08/08/2024	State Income Tax Withholding	01-22200-0000-1	1.45
EDD	INV0027752	08/08/2024	State Income Tax Withholding	30-22200-0000-1	2.18
EDD	INV0027752	08/08/2024	State Income Tax Withholding	31-22200-0000-1	1.45
EDD	INV0027752	08/08/2024	State Income Tax Withholding	32-22200-0000-1	2.18
EDD	INV0027753	08/08/2024	SDI - State Disability Insurance	01-22200-0000-1	3.30
EDD	INV0027753	08/08/2024	SDI - State Disability Insurance	30-22200-0000-1	4.95
EDD	INV0027753	08/08/2024	SDI - State Disability Insurance	31-22200-0000-1	3.30
EDD	INV0027753	08/08/2024	SDI - State Disability Insurance	32-22200-0000-1	4.95
EDD	INV0027756	08/08/2024	SDI - State Disability Insurance	20-22200-0000-1	8.22
EDD	INV0027783	08/08/2024	State Income Tax Withholding	01-22200-0000-1	926.33
EDD	INV0027783	08/08/2024	State Income Tax Withholding	20-22200-0000-1	34.72
EDD	INV0027783	08/08/2024	State Income Tax Withholding	30-22200-0000-1	574.70
EDD	INV0027783	08/08/2024	State Income Tax Withholding	31-22200-0000-1	240.73
EDD	INV0027783	08/08/2024	State Income Tax Withholding	32-22200-0000-1	389.25
EDD	INV0027783	08/08/2024	State Income Tax Withholding	34-22200-0000-1	25.68
EDD	INV0027784	08/08/2024	SDI - State Disability Insurance	01-22200-0000-1	382.37
EDD	INV0027784	08/08/2024	SDI - State Disability Insurance	20-22200-0000-1	44.43
EDD	INV0027784	08/08/2024	SDI - State Disability Insurance	30-22200-0000-1	229.23
EDD	INV0027784	08/08/2024	SDI - State Disability Insurance	31-22200-0000-1	85.10
EDD	INV0027784	08/08/2024	SDI - State Disability Insurance	32-22200-0000-1	227.36
EDD	INV0027784	08/08/2024	SDI - State Disability Insurance	34-22200-0000-1	19.87
EDD	INV0027785	08/08/2024	State Unemployment Insuran...	01-22250-0000-1	209.71
EDD	INV0027785	08/08/2024	State Unemployment Insuran...	20-22250-0000-1	21.63
EDD	INV0027785	08/08/2024	State Unemployment Insuran...	30-22250-0000-1	10.12
EDD	INV0027785	08/08/2024	State Unemployment Insuran...	31-22250-0000-1	10.12
EDD	INV0027785	08/08/2024	State Unemployment Insuran...	32-22250-0000-1	73.50
EDD	INV0027786	08/08/2024	Employment Training Tax	01-22275-0000-1	4.46
EDD	INV0027786	08/08/2024	Employment Training Tax	20-22275-0000-1	0.46
EDD	INV0027786	08/08/2024	Employment Training Tax	30-22275-0000-1	0.22
EDD	INV0027786	08/08/2024	Employment Training Tax	31-22275-0000-1	0.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0027786	08/08/2024	Employment Training Tax	32-22275-0000-1	1.56
Vendor EDD - EDD Total:					7,075.39

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	INV0027716	08/08/2024	Social Security	01-22100-0000-1	66.96
Electronic Federal Tax Paymen...	INV0027716	08/08/2024	Social Security	30-22100-0000-1	100.44
Electronic Federal Tax Paymen...	INV0027716	08/08/2024	Social Security	31-22100-0000-1	66.96
Electronic Federal Tax Paymen...	INV0027716	08/08/2024	Social Security	32-22100-0000-1	100.44
Electronic Federal Tax Paymen...	INV0027719	08/08/2024	Medicare	01-22150-0000-1	15.66
Electronic Federal Tax Paymen...	INV0027719	08/08/2024	Medicare	30-22150-0000-1	23.50
Electronic Federal Tax Paymen...	INV0027719	08/08/2024	Medicare	31-22150-0000-1	15.66
Electronic Federal Tax Paymen...	INV0027719	08/08/2024	Medicare	32-22150-0000-1	23.48
Electronic Federal Tax Paymen...	INV0027744	08/08/2024	Federal Income Tax Withholdi...	01-22050-0000-1	5,967.85
Electronic Federal Tax Paymen...	INV0027744	08/08/2024	Federal Income Tax Withholdi...	30-22050-0000-1	16.84
Electronic Federal Tax Paymen...	INV0027744	08/08/2024	Federal Income Tax Withholdi...	32-22050-0000-1	16.81
Electronic Federal Tax Paymen...	INV0027745	08/08/2024	Social Security	01-22100-0000-1	8,966.56
Electronic Federal Tax Paymen...	INV0027745	08/08/2024	Social Security	30-22100-0000-1	21.42
Electronic Federal Tax Paymen...	INV0027745	08/08/2024	Social Security	32-22100-0000-1	21.42
Electronic Federal Tax Paymen...	INV0027750	08/08/2024	Medicare	01-22150-0000-1	2,097.00
Electronic Federal Tax Paymen...	INV0027750	08/08/2024	Medicare	30-22150-0000-1	5.02
Electronic Federal Tax Paymen...	INV0027750	08/08/2024	Medicare	32-22150-0000-1	5.00
Electronic Federal Tax Paymen...	INV0027751	08/08/2024	Social Security	01-22100-0000-1	37.20
Electronic Federal Tax Paymen...	INV0027751	08/08/2024	Social Security	30-22100-0000-1	55.80
Electronic Federal Tax Paymen...	INV0027751	08/08/2024	Social Security	31-22100-0000-1	37.20
Electronic Federal Tax Paymen...	INV0027751	08/08/2024	Social Security	32-22100-0000-1	55.80
Electronic Federal Tax Paymen...	INV0027754	08/08/2024	Medicare	01-22150-0000-1	8.70
Electronic Federal Tax Paymen...	INV0027754	08/08/2024	Medicare	30-22150-0000-1	13.06
Electronic Federal Tax Paymen...	INV0027754	08/08/2024	Medicare	31-22150-0000-1	8.70
Electronic Federal Tax Paymen...	INV0027754	08/08/2024	Medicare	32-22150-0000-1	13.04
Electronic Federal Tax Paymen...	INV0027755	08/08/2024	Social Security	20-22100-0000-1	92.70
Electronic Federal Tax Paymen...	INV0027757	08/08/2024	Medicare	20-22150-0000-1	21.68
Electronic Federal Tax Paymen...	INV0027781	08/08/2024	Federal Income Tax Withholdi...	01-22050-0000-1	2,101.86
Electronic Federal Tax Paymen...	INV0027781	08/08/2024	Federal Income Tax Withholdi...	20-22050-0000-1	113.42
Electronic Federal Tax Paymen...	INV0027781	08/08/2024	Federal Income Tax Withholdi...	30-22050-0000-1	946.48
Electronic Federal Tax Paymen...	INV0027781	08/08/2024	Federal Income Tax Withholdi...	31-22050-0000-1	367.61
Electronic Federal Tax Paymen...	INV0027781	08/08/2024	Federal Income Tax Withholdi...	32-22050-0000-1	707.73
Electronic Federal Tax Paymen...	INV0027781	08/08/2024	Federal Income Tax Withholdi...	34-22050-0000-1	116.73
Electronic Federal Tax Paymen...	INV0027782	08/08/2024	Social Security	01-22100-0000-1	4,310.48
Electronic Federal Tax Paymen...	INV0027782	08/08/2024	Social Security	20-22100-0000-1	500.92
Electronic Federal Tax Paymen...	INV0027782	08/08/2024	Social Security	30-22100-0000-1	2,583.92
Electronic Federal Tax Paymen...	INV0027782	08/08/2024	Social Security	31-22100-0000-1	959.22
Electronic Federal Tax Paymen...	INV0027782	08/08/2024	Social Security	32-22100-0000-1	2,563.24
Electronic Federal Tax Paymen...	INV0027782	08/08/2024	Social Security	34-22100-0000-1	223.96
Electronic Federal Tax Paymen...	INV0027787	08/08/2024	Medicare	01-22150-0000-1	1,008.14
Electronic Federal Tax Paymen...	INV0027787	08/08/2024	Medicare	20-22150-0000-1	117.14
Electronic Federal Tax Paymen...	INV0027787	08/08/2024	Medicare	30-22150-0000-1	604.30
Electronic Federal Tax Paymen...	INV0027787	08/08/2024	Medicare	31-22150-0000-1	224.34
Electronic Federal Tax Paymen...	INV0027787	08/08/2024	Medicare	32-22150-0000-1	599.42
Electronic Federal Tax Paymen...	INV0027787	08/08/2024	Medicare	34-22150-0000-1	52.38
Vendor EFTPS - Electronic Federal Tax Payment System Total:					35,976.19

Vendor: EWING - Ewing Irrigation Products Inc.

Ewing Irrigation Products Inc.	INV#012982033	07/31/2024	INV#012982033	32-510-56410-0000-1	166.49
Ewing Irrigation Products Inc.	INV 22881141	08/07/2024	INV 22881141 LLMD Operatin...	20-200-57400-0000-1	442.15
Ewing Irrigation Products Inc.	INV#013238243	08/07/2024	INV#013238243	20-200-57400-0000-1	296.11
Vendor EWING - Ewing Irrigation Products Inc. Total:					904.75

Vendor: Franchise Tax - Franchise Tax

Franchise Tax	INV0027662	07/25/2024	FTB: 2112029048	32-22350-0000-1	392.21
Franchise Tax	INV0027780	08/08/2024	FTB: 2112029048	32-22350-0000-1	195.01
Franchise Tax	INV0027794	08/08/2024	FTB: 2112029048	32-22350-0000-1	0.33
Vendor Franchise Tax - Franchise Tax Total:					587.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	Frontier July 24 66179234370...	07/31/2024	Frontier July 24 66179234370...	01-185-57800-0000-1	100.01
Vendor Frontier - Frontier California Inc. Total:					100.01
Vendor: Grainger - Grainger					
Grainger	INV 9185520476	07/31/2024	INV 9185520476 WWTP Air Cu...	30-500-56400-0000-1	1,303.54
Vendor Grainger - Grainger Total:					1,303.54
Vendor: Granite Auto Parts I - Granite Auto Parts Inc					
Granite Auto Parts Inc	INV 846162	07/31/2024	INV 846162 Well Maintenance...	32-510-56410-0000-1	1,060.83
Granite Auto Parts Inc	INV 846441	07/31/2024	INV 846441 Community Cente...	01-185-57400-0000-1	40.07
Granite Auto Parts Inc	INV 846450	07/31/2024	INV 846450 Veterans Hall Ope...	01-185-57400-0000-1	5.07
Granite Auto Parts Inc	INV# 846280	07/31/2024	INV# 846280	30-500-57400-0000-1	549.89
Granite Auto Parts Inc	INV#846220	07/31/2024	INV#846220	01-180-56600-0000-1	31.37
Granite Auto Parts Inc	INV 846314	08/07/2024	INV 846314 LLMD Vehicle Mai...	20-200-57400-0000-1	33.55
Granite Auto Parts Inc	INV 846575	08/07/2024	INV 846575 LLMD Operating S...	20-200-57400-0000-1	87.12
Granite Auto Parts Inc	INV#846421	08/07/2024	INV#846421	32-510-57400-0000-1	219.16
Granite Auto Parts Inc	INV#846593	08/07/2024	INV#846593	32-510-57400-0000-1	63.84
Granite Auto Parts Inc	INV#846633	08/07/2024	INV#846633	32-510-57400-0000-1	28.12
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					2,119.02
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-105-54000-0000-1	2.46
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-110-54000-0000-1	12.57
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-111-54000-0000-1	2.46
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-115-54000-0000-1	2.46
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-140-54000-0000-1	3.76
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-150-54000-0000-1	942.31
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-155-54000-0000-1	37.70
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-160-54000-0000-1	12.57
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-165-54000-0000-1	18.78
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-175-54000-0000-1	1.30
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	01-180-54000-0000-1	150.67
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	20-200-54000-0000-1	50.27
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	30-500-54000-0000-1	94.19
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	32-510-54000-0000-1	37.70
Gregs Petroleum	Fuel INV 467234	07/31/2024	Fuel INV 467234 7/17/24	34-520-54000-0000-1	75.41
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-105-54000-0000-1	2.76
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-110-54000-0000-1	14.15
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-111-54000-0000-1	2.76
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-115-54000-0000-1	2.76
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-140-54000-0000-1	4.23
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-150-54000-0000-1	1,060.63
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-155-54000-0000-1	42.44
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-160-54000-0000-1	14.15
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-165-54000-0000-1	21.14
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-175-54000-0000-1	1.46
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	01-180-54000-0000-1	169.59
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	20-200-54000-0000-1	56.58
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	30-500-54000-0000-1	106.01
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	32-510-54000-0000-1	42.44
Gregs Petroleum	Fuel INV 468101	07/31/2024	Fuel INV 468101 7/20/24	34-520-54000-0000-1	84.88
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-105-54000-0000-1	2.49
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-110-54000-0000-1	12.72
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-111-54000-0000-1	2.49
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-115-54000-0000-1	2.49
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-140-54000-0000-1	3.80
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-150-54000-0000-1	953.91
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-155-54000-0000-1	38.17
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-160-54000-0000-1	12.72
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-165-54000-0000-1	19.01
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-175-54000-0000-1	1.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	01-180-54000-0000-1	152.53
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	20-200-54000-0000-1	50.89
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	30-500-54000-0000-1	95.35
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	32-510-54000-0000-1	38.17
Gregs Petroleum	Fuel INV 468637	07/31/2024	Fuel INV 468637 7/24/24	34-520-54000-0000-1	76.34
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-105-54000-0000-1	2.37
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-110-54000-0000-1	12.11
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-111-54000-0000-1	2.37
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-115-54000-0000-1	2.37
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-140-54000-0000-1	3.62
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-150-54000-0000-1	907.79
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-155-54000-0000-1	36.32
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-160-54000-0000-1	12.11
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-165-54000-0000-1	18.09
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-175-54000-0000-1	1.25
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	01-180-54000-0000-1	145.15
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	20-200-54000-0000-1	48.43
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	30-500-54000-0000-1	90.74
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	32-510-54000-0000-1	36.32
Gregs Petroleum	Fuel INV 469674 7/27/24	07/31/2024	Fuel INV 469674 7/27/24	34-520-54000-0000-1	72.65
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-105-54000-0000-1	0.24
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-110-54000-0000-1	1.23
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-111-54000-0000-1	0.25
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-115-54000-0000-1	0.24
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-140-54000-0000-1	0.37
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-150-54000-0000-1	92.33
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-155-54000-0000-1	3.70
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-160-54000-0000-1	1.23
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-165-54000-0000-1	1.84
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-175-54000-0000-1	0.13
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	01-180-54000-0000-1	14.77
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	20-200-54000-0000-1	4.93
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	30-500-54000-0000-1	9.23
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	32-510-54000-0000-1	3.70
Gregs Petroleum	Fuel INV 469831 7/15/24	07/31/2024	Fuel INV 469831 7/15/24	34-520-54000-0000-1	7.39
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-105-54000-0000-1	3.38
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-110-54000-0000-1	17.32
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-111-54000-0000-1	3.38
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-115-54000-0000-1	3.38
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-140-54000-0000-1	5.18
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-150-54000-0000-1	1,298.34
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-155-54000-0000-1	51.95
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-160-54000-0000-1	17.32
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-165-54000-0000-1	25.88
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-175-54000-0000-1	1.79
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	01-180-54000-0000-1	207.60
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	20-200-54000-0000-1	69.27
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	30-500-54000-0000-1	129.78
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	32-510-54000-0000-1	51.95
Gregs Petroleum	Fuel INV 470408 7/16/24	07/31/2024	Fuel INV 470408 7/16/24	34-520-54000-0000-1	103.90
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-105-54000-0000-1	2.49
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-110-54000-0000-1	12.74
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-111-54000-0000-1	2.49
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-115-54000-0000-1	2.49
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-140-54000-0000-1	3.81
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-150-54000-0000-1	954.88
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-155-54000-0000-1	38.21
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-160-54000-0000-1	12.74
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-165-54000-0000-1	19.03
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-175-54000-0000-1	1.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	01-180-54000-0000-1	152.68
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	20-200-54000-0000-1	50.94
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	30-500-54000-0000-1	95.45
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	32-510-54000-0000-1	38.21
Gregs Petroleum	Fuel INV 471249 7/19/24	07/31/2024	Fuel INV 471249 7/19/24	34-520-54000-0000-1	76.42
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-105-54000-0000-1	3.49
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-110-54000-0000-1	17.85
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-111-54000-0000-1	3.49
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-115-54000-0000-1	3.49
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-140-54000-0000-1	5.33
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-150-54000-0000-1	1,338.17
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-155-54000-0000-1	53.54
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-160-54000-0000-1	17.85
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-165-54000-0000-1	26.67
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-175-54000-0000-1	1.85
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	01-180-54000-0000-1	213.97
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	20-200-54000-0000-1	71.39
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	30-500-54000-0000-1	133.76
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	32-510-54000-0000-1	53.54
Gregs Petroleum	Fuel INV 471538 7/23/24	07/31/2024	Fuel INV 471538 7/23/24	34-520-54000-0000-1	107.09
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-105-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-110-54000-0000-1	8.30
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-111-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-115-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-140-54000-0000-1	2.48
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-150-54000-0000-1	622.35
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-155-54000-0000-1	24.90
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-160-54000-0000-1	8.30
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-165-54000-0000-1	12.40
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-175-54000-0000-1	0.86
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	01-180-54000-0000-1	99.51
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	20-200-54000-0000-1	33.20
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	30-500-54000-0000-1	62.20
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	32-510-54000-0000-1	24.90
Gregs Petroleum	Fuel INV 472624 7/26/24	07/31/2024	Fuel INV 472624 7/26/24	34-520-54000-0000-1	49.80
Vendor Gregs Petroleum - Gregs Petroleum Total:					12,526.12

Vendor: Guadalupe Reyes - Guadalupe Reyes

Guadalupe Reyes	INV0027682	07/31/2024	Rental Deposit Return Guadal...	01-24000-0000-1	350.00
Vendor Guadalupe Reyes - Guadalupe Reyes Total:					350.00

Vendor: Home Depot - Home Depot

Home Depot	INV#6974348	07/31/2024	INV#6974348	30-500-57400-0000-1	171.14
Home Depot	INV#6974350	07/31/2024	INV#6974350	30-500-57400-0000-1	46.13
Home Depot	INV#9974170	07/31/2024	INV#9974170	30-500-57400-0000-1	320.02
Home Depot	INV 530211	08/07/2024	INV 530211 LLMD Operating S...	20-200-57400-0000-1	196.05
Home Depot	INV 6974668	08/07/2024	INV 6974668 Water Dept. Op...	32-510-57400-0000-1	200.21
Home Depot	INV 7974300	08/07/2024	INV 7974300 Water Dept. Hos...	32-510-57400-0000-1	28.09
Home Depot	INV#1974543	08/07/2024	INV#1974543	32-510-57400-0000-1	139.64
Home Depot	INV#2974479	08/07/2024	INV#2974479	32-510-57400-0000-1	67.46
Home Depot	INV#9974624	08/07/2024	INV#9974624	01-180-57400-0000-1	24.33
Home Depot	INV/33974428	08/07/2024	INV/33974428	30-500-57400-0000-1	6.80
Vendor Home Depot - Home Depot Total:					1,199.87

Vendor: Information Technolo - Information Technology

Information Technology	Inv. 1160-07854	08/07/2024	Inv. 1160-07854 CJIS Access Li...	01-150-57800-0000-1	420.00
Vendor Information Technolo - Information Technology Total:					420.00

Vendor: INFOSEND, INC - INFOSEND, INC

INFOSEND, INC	INV 266528	07/31/2024	INV 266528 July 2024 Contract...	30-500-52200-0000-1	511.86
INFOSEND, INC	INV 266528	07/31/2024	INV 266528 July 2024 Postage...	30-500-55600-0000-1	1,435.75
INFOSEND, INC	INV 266528	07/31/2024	INV 266528 July 2024 Contract...	31-505-52200-0000-1	511.86
INFOSEND, INC	INV 266528	07/31/2024	INV 266528 July 2024 Postage...	31-505-55600-0000-1	1,435.75

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INFOSEND, INC	INV 266528	07/31/2024	INV 266528 July 2024 Contract..	32-510-52200-0000-1	513.41
INFOSEND, INC	INV 266528	07/31/2024	INV 266528 July 2024 Postage...	32-510-55600-0000-1	1,440.07
Vendor INFOSEND, INC - INFOSEND, INC Total:					5,848.70

Vendor: Irrigation Concepts - Irrigation Concepts

Irrigation Concepts	INV#49102	07/31/2024	INV#49102	20-200-57400-0000-1	1.83
Vendor Irrigation Concepts - Irrigation Concepts Total:					1.83

Vendor: Jim Burke - Jim Burke

Jim Burke	Inv.755750	08/07/2024	Inv.755750 Unit 47 Brake Lini...	01-150-56600-0000-1	789.82
Vendor Jim Burke - Jim Burke Total:					789.82

Vendor: John Hancock - John Hancock

John Hancock	INV0027720	08/08/2024	401K - Employer	01-20800-0000-1	4,506.71
John Hancock	INV0027720	08/08/2024	401K - Employer	30-20800-0000-1	16.67
John Hancock	INV0027720	08/08/2024	401K - Employer	32-20800-0000-1	16.68
John Hancock	INV0027721	08/08/2024	401K - Employee	01-20800-0000-1	3,274.83
John Hancock	INV0027728	08/08/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0027729	08/08/2024	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0027730	08/08/2024	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0027731	08/08/2024	401k Contribution	01-20800-0000-1	312.78
John Hancock	INV0027732	08/08/2024	401k Contribution	01-20800-0000-1	354.71
John Hancock	INV0027733	08/08/2024	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0027734	08/08/2024	401k Contribution	01-20800-0000-1	304.71
John Hancock	INV0027735	08/08/2024	401k Contribution	01-20800-0000-1	265.74
John Hancock	INV0027736	08/08/2024	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0027737	08/08/2024	401k Contribution	01-20800-0000-1	286.06
John Hancock	INV0027738	08/08/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027739	08/08/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027740	08/08/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027741	08/08/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027742	08/08/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027758	08/08/2024	401K - Employer	01-20800-0000-1	2,041.30
John Hancock	INV0027758	08/08/2024	401K - Employer	20-20800-0000-1	46.03
John Hancock	INV0027758	08/08/2024	401K - Employer	30-20800-0000-1	1,770.91
John Hancock	INV0027758	08/08/2024	401K - Employer	31-20800-0000-1	686.22
John Hancock	INV0027758	08/08/2024	401K - Employer	32-20800-0000-1	1,737.23
John Hancock	INV0027759	08/08/2024	401K - Employee	01-20800-0000-1	566.66
John Hancock	INV0027759	08/08/2024	401K - Employee	20-20800-0000-1	120.12
John Hancock	INV0027759	08/08/2024	401K - Employee	30-20800-0000-1	452.81
John Hancock	INV0027759	08/08/2024	401K - Employee	31-20800-0000-1	271.44
John Hancock	INV0027759	08/08/2024	401K - Employee	32-20800-0000-1	685.87
John Hancock	INV0027760	08/08/2024	401K - Employer	20-20800-0000-1	313.36
John Hancock	INV0027767	08/08/2024	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0027767	08/08/2024	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0027767	08/08/2024	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0027768	08/08/2024	401K Loan 2	01-20800-0000-1	97.06
John Hancock	INV0027768	08/08/2024	401K Loan 2	30-20800-0000-1	97.07
John Hancock	INV0027768	08/08/2024	401K Loan 2	31-20800-0000-1	97.07
John Hancock	INV0027768	08/08/2024	401K Loan 2	32-20800-0000-1	97.07
John Hancock	INV0027769	08/08/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0027770	08/08/2024	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0027771	08/08/2024	401K Loan 4	01-20800-0000-1	145.51
John Hancock	INV0027771	08/08/2024	401K Loan 4	20-20800-0000-1	4.49
John Hancock	INV0027772	08/08/2024	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0027772	08/08/2024	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0027773	08/08/2024	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0027774	08/08/2024	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0027775	08/08/2024	401k Contribution	01-20800-0000-1	236.79
John Hancock	INV0027775	08/08/2024	401k Contribution	20-20800-0000-1	7.32
John Hancock	INV0027776	08/08/2024	401k Contribution	34-20800-0000-1	176.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0027777	08/08/2024	401k Contribution	01-20800-0000-1	232.39
Vendor John Hancock - John Hancock Total:					23,475.33
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repai					
Jorge's Smog & Repai	INV#020133	08/07/2024	INV#020133	30-500-56600-0000-1	90.00
Jorge's Smog & Repai	INV#020138	08/07/2024	INV#020138	32-510-56600-0000-1	321.79
Vendor Jorge's Smog & Repai - Jorge's Smog & Repai Total:					411.79
Vendor: Kern County Clerk - Kern County Clerk					
Kern County Clerk	INV0027684	07/31/2024	Kern County Clerk - NOE for O...	01-130-56000-0000-1	50.00
Vendor Kern County Clerk - Kern County Clerk Total:					50.00
Vendor: Kern County Recorder - Kern County Recorder					
Kern County Recorder	INV0027683	07/31/2024	Release of Lien- 328 Industrial...	30-500-55800-0000-1	6.66
Kern County Recorder	INV0027683	07/31/2024	Release of Lien- 328 Industrial...	31-505-55800-0000-1	6.66
Kern County Recorder	INV0027683	07/31/2024	Release of Lien- 328 Industrial...	32-510-55800-0000-1	6.68
Vendor Kern County Recorder - Kern County Recorder Total:					20.00
Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC					
KRC SAFETY CO INC	INV#64729	08/07/2024	INV#64729	01-180-57400-0000-1	598.45
Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total:					598.45
Vendor: Liebert C. Whitmore - Liebert C. Whitmore					
Liebert C. Whitmore	INV 271008	07/31/2024	INV 271008 MC060-00001 Ge...	01-130-56100-0000-1	1,439.00
Vendor Liebert C. Whitmore - Liebert C. Whitmore Total:					1,439.00
Vendor: Mariana Sanchez - Mariana Sanchez					
Mariana Sanchez	INV0027686	07/31/2024	Council MeetingTranslation & ...	01-105-52200-0000-1	200.00
Vendor Mariana Sanchez - Mariana Sanchez Total:					200.00
Vendor: mary valenti - Mary Valenti					
Mary Valenti	INV0027685	07/31/2024	Psych Evaluation - S. Nieves	01-150-56000-0000-1	500.00
Vendor mary valenti - Mary Valenti Total:					500.00
Vendor: McFarland Tire - McFarland Tire					
McFarland Tire	INV 34878	07/31/2024	INV 34878 Fix Flat on Code En...	01-165-56600-0000-1	18.00
McFarland Tire	INV#34897	08/07/2024	INV#34897	30-500-56600-0000-1	476.00
Vendor McFarland Tire - McFarland Tire Total:					494.00
Vendor: Mission Linen Supply - Mission Linen Supply					
Mission Linen Supply	INV 521937719	07/31/2024	FY23-24 Finance Department...	01-115-51800-0000-1	195.05
Mission Linen Supply	INV 522055419	07/31/2024	FY23-24 Finance Department...	01-115-51800-0000-1	55.52
Mission Linen Supply	INV522048863	07/31/2024	FY23-24 Council Member T-Sh...	01-105-51800-0000-1	349.48
Vendor Mission Linen Supply - Mission Linen Supply Total:					600.05
Vendor: miwall corporation - Miwall Corporation					
Miwall Corporation	Inv. 1013103	07/31/2024	Inv. 1013103 Safety Equipmen...	01-150-56800-0000-1	8,136.57
Vendor miwall corporation - Miwall Corporation Total:					8,136.57
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	INV#1-7326-1	07/31/2024	INV#1-7326-1	01-130-56000-0000-1	210.00
Munguia Heating & Air Condit...	INV I-7325-1	08/07/2024	INV I-7325-1 Summer Prevent...	01-150-56400-0000-1	252.00
Munguia Heating & Air Condit...	INV I-7325-1	08/07/2024	INV I-7325-1 Summer Prevent...	01-190-56400-0000-1	126.00
Munguia Heating & Air Condit...	INV I-7325-1	08/07/2024	INV I-7325-1 Summer Prevent...	30-500-56400-0000-1	126.00
Munguia Heating & Air Condit...	INV I-7325-1	08/07/2024	INV I-7325-1 Summer Prevent...	32-510-56400-0000-1	126.00
Vendor Munguia - Munguia Heating & Air Conditioning Total:					840.00
Vendor: Office Depot - Office Depot					
Office Depot	INV 372968737001	07/31/2024	INV 372968737001 Finance Of...	01-115-57200-0000-1	19.39
Office Depot	INV 372968737001	07/31/2024	INV 372968737001 Finance Of...	30-500-57800-0000-1	58.18
Office Depot	INV 372968737001	07/31/2024	INV 372968737001 Finance Of...	31-505-57200-0000-1	58.17
Office Depot	INV 372968737001	07/31/2024	INV 372968737001 Finance Of...	32-510-57200-0000-1	58.17
Office Depot	INV 374190132001	07/31/2024	INV 374190132001 Finance Of...	01-115-57200-0000-1	1.71
Office Depot	INV 374190132001	07/31/2024	INV 374190132001 Finance Of...	30-500-57800-0000-1	5.14
Office Depot	INV 374190132001	07/31/2024	INV 374190132001 Finance Of...	31-505-57200-0000-1	5.14
Office Depot	INV 374190132001	07/31/2024	INV 374190132001 Finance Of...	32-510-57200-0000-1	5.14
Office Depot	INV 374190133001	07/31/2024	INV 374190133001 Finance Of...	01-115-57200-0000-1	2.35
Office Depot	INV 374190133001	07/31/2024	INV 374190133001 Finance Of...	30-500-57800-0000-1	7.05

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Office Depot	INV 374190133001	07/31/2024	INV 374190133001 Finance Of...	31-505-57200-0000-1	7.04
Office Depot	INV 374190133001	07/31/2024	INV 374190133001 Finance Of...	32-510-57200-0000-1	7.04
Vendor Office Depot - Office Depot Total:					234.52
Vendor: Our Home Town, Inc - Our Home Town, Inc.					
Our Home Town, Inc.	INV0027795	08/09/2024	Our Home Town, Inc.August 2...	01-130-56000-0000-1	338.53
Vendor Our Home Town, Inc - Our Home Town, Inc. Total:					338.53
Vendor: SALD100 - PAUL SALDANA					
PAUL SALDANA	INV0027789	08/07/2024	Reimbursement for Food at E...	01-140-52000-0000-1	40.29
Vendor SALD100 - PAUL SALDANA Total:					40.29
Vendor: Presto Distributing, - Presto Distributing, Inc.					
Presto Distributing, Inc.	INV 518585	07/31/2024	INV 518585 WWTP Tablets	30-500-57400-0000-1	1,753.65
Vendor Presto Distributing, - Presto Distributing, Inc. Total:					1,753.65
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	Inv. 97584	07/31/2024	Inv. 97584 Raymonds Trophy...	01-105-57100-0000-1	65.49
Vendor Raymond's Trophy - Raymond's Trophy Total:					65.49
Vendor: PLATT - Rexel USA Supply					
Rexel USA Supply	INV 5C53695	07/31/2024	INV 5C53695 Facilities Repair ...	01-190-56400-0000-1	78.41
Rexel USA Supply	INV.5F51745	07/31/2024	INV.5F51745 Replacement pa...	30-500-56410-0000-1	165.01
Rexel USA Supply	INV#5J97316	08/07/2024	INV#5J97316	01-190-56400-0000-1	194.84
Rexel USA Supply	INV#5K00984	08/07/2024	INV#5K00984	01-190-56400-0000-1	539.51
Vendor PLATT - Rexel USA Supply Total:					977.77
Vendor: Ricks Lock & Key - Ricks Lock & Key					
Ricks Lock & Key	INV#0001066	07/31/2024	INV#0001066	32-510-56000-0000-1	100.00
Vendor Ricks Lock & Key - Ricks Lock & Key Total:					100.00
Vendor: 661 Communications - Rodger C Goodman JR					
Rodger C Goodman JR	Inv. 1892	08/07/2024	Inv. 1892 Unit 55 Antenna Re...	01-150-56600-0000-1	424.09
Vendor 661 Communications - Rodger C Goodman JR Total:					424.09
Vendor: San Joaquin Paint - San Joaquin Paint					
San Joaquin Paint	INV#132407	08/07/2024	INV#132407	01-190-56400-0000-1	207.06
Vendor San Joaquin Paint - San Joaquin Paint Total:					207.06
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	INV 51911	07/31/2024	INV 51911 Monthly Radio Dis...	32-510-56000-0000-1	210.00
Vendor SC SITES Services - SC SITES Services Total:					210.00
Vendor: Meister Sealcoat & S - SealMaster Bakerfield					
SealMaster Bakerfield	INV 68270	07/31/2024	INV 68270 Various locations st...	01-180-56500-0000-1	2,254.31
Vendor Meister Sealcoat & S - SealMaster Bakerfield Total:					2,254.31
Vendor: Regional Training - Southern California Intergovernmental Training & Deve					
Southern California Intergove...	Inv. 67274	07/31/2024	Inv. 67274 Records Supervisor...	01-150-52010-0000-1	517.00
Vendor Regional Training - Southern California Intergovernmental Training & Deve Total:					517.00
Vendor: SPD - SPD					
SPD	Inv. 3233	07/31/2024	Inv. 3233 Parking Citation Boo...	01-150-57400-0000-1	852.47
SPD	Inv. 3233	07/31/2024	Inv. 3233 Parking Citation Boo...	01-165-57400-0000-1	94.72
Vendor SPD - SPD Total:					947.19
Vendor: Statewide Safety - Statewide Saftey					
Statewide Saftey	INV 12019324	07/31/2024	INV 12019324 Wide Cone	01-180-57400-0000-1	1,880.60
Vendor Statewide Safety - Statewide Saftey Total:					1,880.60
Vendor: Stinson Stationers, - Stinson Stationers, Inc.					
Stinson Stationers, Inc.	Inv. 293262-0	07/31/2024	Inv. 293262-0 Office Supplies	01-150-57200-0000-1	75.32
Vendor Stinson Stationers, - Stinson Stationers, Inc. Total:					75.32
Vendor: Stockbridge - Stockbridge General Contracting Inc					
Stockbridge General Contracti...	INV0027687	07/31/2024	Stockbridge General Contract --	32-24000-0000-1	650.00
Stockbridge General Contracti...	INV0027687	07/31/2024	Stockbridge General Contract --	32-510-42150-0000-1	-529.70
Vendor Stockbridge - Stockbridge General Contracting Inc Total:					120.30
Vendor: tmobile - T Mobile USA Inc					
T Mobile USA Inc	Acct992748243 Service 06/21...	07/31/2024	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,503.64

Expense Approval Report

Payment Dates: 7/27/2024 - 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T Mobile USA Inc	Acct992748243 Service 06/21...	07/31/2024	Acct# 992748243 - Animal Con...	01-155-57800-0000-1	119.82
Vendor tmobile - T Mobile USA Inc Total:					1,623.46
Vendor: Tesla Energy Operati - Tesla Energy Operation Inc.					
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41500-0000-1	193.81
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41505-0000-1	9.59
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41510-0000-1	9.59
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41515-0000-1	9.59
Tesla Energy Operation Inc.	BP24-0141 Deposit/Refund A...	07/31/2024	BP24-0141 Deposit/Refund A...	01-160-41550-0000-1	115.00
Vendor Tesla Energy Operati - Tesla Energy Operation Inc. Total:					337.58
Vendor: Triple Crown Fence - Triple Crown Fence Co., Inc.					
Triple Crown Fence Co., Inc.	INV 2450	07/31/2024	INV 2450 Chain To Cover Entry	01-185-56400-0000-1	1,898.00
Triple Crown Fence Co., Inc.	INV 2451	07/31/2024	INV 2451 Fernwood Sump Fen...	01-180-56000-0000-1	2,557.00
Vendor Triple Crown Fence - Triple Crown Fence Co., Inc. Total:					4,455.00
Vendor: ULINE - ULINE					
ULINE	INV 180936236	08/07/2024	INV 180936236 WWTP Operat...	30-500-57400-0000-1	475.51
Vendor ULINE - ULINE Total:					475.51
Vendor: ultrex management - Ultrex Management Services LLC					
Ultrex Management Services L...	Inv. 4122607	07/31/2024	Inv. 4122607 CN33785-01 (C...	01-130-52200-0000-1	314.15
Ultrex Management Services L...	Inv. 4130390	07/31/2024	Inv. 4130390 CN35796-01 (Di...	01-150-52200-0000-1	44.41
Vendor ultrex management - Ultrex Management Services LLC Total:					358.56
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	01-105-57800-0000-1	230.34
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	01-115-57800-0000-1	12.57
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	01-140-57800-0000-1	25.15
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	01-160-57800-0000-1	8.38
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	01-165-57800-0000-1	8.38
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	30-500-57800-0000-1	12.57
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	31-505-57800-0000-1	12.57
Verizon - Police Dep	INV 9968928704	07/31/2024	INV 9968928704 Jun 24 Police...	32-510-57800-0000-1	4.20
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					314.16
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR1927746	07/31/2024	INV 24AR1927746 Monthly C...	01-130-54800-0000-1	546.73
Vendor Visual Edge - Visual Edge IT, Inc. Total:					546.73
Grand Total:					203,957.39

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	93,633.47
20 - LIGHTING & LANDSCAPING-DISTRICT 1	3,010.86
25 - CAPITAL IMPROVEMENTS PROJECTS	47,662.50
30 - SEWER	35,596.46
31 - REFUSE/RECYCLING	5,156.43
32 - WATER	17,295.14
34 - PUBLIC TRANSPORTATION	1,602.53
Grand Total:	203,957.39

Account Summary

Account Number	Account Name	Payment Amount
01-105-51800-0000-1	Clothing Allowance	349.48
01-105-52200-0000-1	Contract Services	200.00
01-105-54000-0000-1	Fuel	21.30
01-105-57100-0000-1	Special Activities	65.49
01-105-57800-0000-1	Telephone & Communic...	230.34
01-110-54000-0000-1	Fuel	108.99
01-110-56000-0000-1	Professional Services - O...	32.00
01-111-54000-0000-1	Fuel	21.31
01-115-51800-0000-1	Clothing Allowance	250.57
01-115-54000-0000-1	Fuel	21.30
01-115-56000-0000-1	Professional Services - O...	32.00
01-115-57200-0000-1	Supplies - Office	23.45
01-115-57800-0000-1	Telephone & Communic...	12.57
01-130-52200-0000-1	Contract Services	314.15
01-130-54800-0000-1	Maintenance Agreements	546.73
01-130-56000-0000-1	Professional Services - O...	630.53
01-130-56100-0000-1	Legal Services	1,439.00
01-140-52000-0000-1	Conferences/Meetings/T...	40.29
01-140-52200-0000-1	Contract Services	32.00
01-140-54000-0000-1	Fuel	32.58
01-140-56000-0000-1	Professional Services - O...	2,062.50
01-140-56000-8472-1	Professional Services - In...	1,535.75
01-140-57800-0000-1	Telephone & Communic...	25.15
01-150-52010-0000-1	Conference/Meeting/Tr...	517.00
01-150-52200-0000-1	Contract Services	85.81
01-150-54000-0000-1	Fuel	8,170.71
01-150-55150-0000-1	Tuition Reimbursement	2,000.00
01-150-56000-0000-1	Professional Services - O...	1,135.00
01-150-56400-0000-1	Repairs & Maint - Build &...	252.00
01-150-56600-0000-1	Repairs & Maintenance -...	1,246.89
01-150-56800-0000-1	Safety Equipment	8,136.57
01-150-57200-0000-1	Supplies - Office	75.32
01-150-57400-0000-1	Supplies - Operating	852.47
01-150-57800-0000-1	Telephone & Communic...	1,923.64
01-155-54000-0000-1	Fuel	326.93
01-155-56000-0000-1	Professional Services - O...	100.00
01-155-57800-0000-1	Telephone & Communic...	119.82
01-160-41500-0000-1	Building Permits	193.81
01-160-41505-0000-1	Technology Fee	9.59
01-160-41510-0000-1	Training Fee	9.59
01-160-41515-0000-1	Building - GP Maintenanc...	9.59
01-160-41550-0000-1	Building Plan Check	115.00
01-160-54000-0000-1	Fuel	108.99
01-160-56600-0000-1	Repairs & Maintenance -...	43.46
01-160-57800-0000-1	Telephone & Communic...	8.38
01-165-54000-0000-1	Fuel	162.84

Account Summary

Account Number	Account Name	Payment Amount
01-165-56600-0000-1	Repairs & Maintenance -...	18.00
01-165-57400-0000-1	Supplies - Operating	94.72
01-165-57800-0000-1	Telephone & Communic...	8.38
01-175-54000-0000-1	Fuel	11.28
01-180-51800-0000-1	Clothing Allowance	213.64
01-180-54000-0000-1	Fuel	1,306.47
01-180-56000-0000-1	Professional Services - O...	2,557.00
01-180-56410-0000-1	Repairs & Maintenance ...	574.39
01-180-56430-0000-1	Repairs & Maintenance -...	181.00
01-180-56500-0000-1	Repairs/Maintenance St...	2,399.88
01-180-56600-0000-1	Repairs/Maintenance - ...	31.37
01-180-57400-0000-1	Supplies - Operating	2,503.38
01-185-56400-0000-1	Repairs & Maint - Build &..	1,898.00
01-185-57400-0000-1	Supplies - Operating	45.14
01-185-57800-0000-1	Telephone & Communic...	100.01
01-190-56400-0000-1	Repairs & Maint - Build &..	1,145.82
01-20800-0000-1	Pension Payable	16,724.24
01-22050-0000-1	Federal Withholding Pay...	8,069.71
01-22100-0000-1	FICA Payable	13,381.20
01-22150-0000-1	Medicare Payable	3,129.50
01-22200-0000-1	State Withholding Payab...	4,566.82
01-22250-0000-1	SUTA Payable	370.25
01-22275-0000-1	ETT Payable	7.87
01-22600-0000-1	Health FSA	19.23
01-22700-0000-1	Disablity LTD	172.50
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	89.91
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24000-0000-1	Deposits	350.00
20-200-51800-0000-1	Clothing Allowance	63.60
20-200-54000-0000-1	Fuel	435.90
20-200-57400-0000-1	Supplies - Operating	1,056.81
20-20800-0000-1	Pension Payable	492.90
20-22050-0000-1	Federal Withholding Pay...	113.42
20-22100-0000-1	FICA Payable	593.62
20-22150-0000-1	Medicare Payable	138.82
20-22200-0000-1	State Withholding Payab...	87.37
20-22250-0000-1	SUTA Payable	21.63
20-22275-0000-1	ETT Payable	0.46
20-22900-0000-1	Life	6.33
25-000-52960-2303-1	Street & Roads (Capital)	150.00
25-000-52960-2304-1	Street & Roads (Capital)	150.00
25-000-52960-2305-1	Street & Roads (Capital)	150.00
25-000-52960-2402-1	Street & Roads (Capital) -..	11,520.00
25-000-52960-2403-1	Street & Roads (Capital) -..	24,175.00
25-000-52960-2507-1	Street & Roads (Capital) -..	9,975.00
25-000-52960-8280-1	HSIP Cycle 10	787.50
25-000-52960-8290-1	RSTP/HIP West Side - Har..	755.00
30-20800-0000-1	Pension Payable	2,341.93
30-22050-0000-1	Federal Withholding Pay...	963.32
30-22100-0000-1	FICA Payable	2,761.58
30-22150-0000-1	Medicare Payable	645.88
30-22200-0000-1	State Withholding Payab...	856.15
30-22250-0000-1	SUTA Payable	10.12
30-22275-0000-1	ETT Payable	0.22
30-22700-0000-1	Disablity LTD	35.69
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	35.79

Account Summary

Account Number	Account Name	Payment Amount
30-500-51800-0000-1	Clothing Allowance	251.65
30-500-52200-0000-1	Contract Services	511.86
30-500-52910-2527-1	Buildings & Improvemen...	12,078.60
30-500-54000-0000-1	Fuel	816.71
30-500-55600-0000-1	Postage	1,435.75
30-500-55800-0000-1	Printing & Legal Notices	6.66
30-500-56000-7820-1	Professional Services - ...	7,031.00
30-500-56400-0000-1	Repairs & Maint - Build &...	1,429.54
30-500-56410-0000-1	Repairs & Maintenance ...	165.01
30-500-56600-0000-1	Repairs & Maintenance -...	635.47
30-500-57400-0000-1	Supplies - Operating	3,323.14
30-500-57800-0000-1	Telephone & Communic...	82.94
30-500-58200-0000-1	Water/Soil/Other Analys...	150.00
31-20800-0000-1	Pension Payable	1,054.73
31-22050-0000-1	Federal Withholding Pay...	367.61
31-22100-0000-1	FICA Payable	1,063.38
31-22150-0000-1	Medicare Payable	248.70
31-22200-0000-1	State Withholding Payab...	354.73
31-22250-0000-1	SUTA Payable	10.12
31-22275-0000-1	ETT Payable	0.22
31-22700-0000-1	Disablity LTD	11.65
31-22900-0000-1	Life	8.10
31-505-52200-0000-1	Contract Services	511.86
31-505-55600-0000-1	Postage	1,435.75
31-505-55800-0000-1	Printing & Legal Notices	6.66
31-505-57200-0000-1	Supplies - Office	70.35
31-505-57800-0000-1	Telephone & Communic...	12.57
32-20800-0000-1	Pension Payable	2,541.31
32-22050-0000-1	Federal Withholding Pay...	724.54
32-22100-0000-1	FICA Payable	2,740.90
32-22150-0000-1	Medicare Payable	640.94
32-22200-0000-1	State Withholding Payab...	668.82
32-22250-0000-1	SUTA Payable	73.50
32-22275-0000-1	ETT Payable	1.56
32-22350-0000-1	Garnishments	587.55
32-22700-0000-1	Disablity LTD	14.32
32-22900-0000-1	Life	9.01
32-24000-0000-1	Deposits	650.00
32-510-42150-0000-1	Water Sales	-529.70
32-510-51800-0000-1	Clothing Allowance	148.86
32-510-52200-0000-1	Contract Services	541.55
32-510-53200-0000-1	Dues & Subscriptions	83.08
32-510-53250-0000-1	Permits & Certificates	114.95
32-510-54000-0000-1	Fuel	326.93
32-510-55600-0000-1	Postage	1,440.07
32-510-55800-0000-1	Printing & Legal Notices	6.68
32-510-56000-0000-1	Professional Services - O...	310.00
32-510-56400-0000-1	Repairs & Maint - Build &...	834.56
32-510-56410-0000-1	Repairs & Maintenance- ...	1,801.71
32-510-56600-0000-1	Repairs & Maintenance -...	321.79
32-510-57200-0000-1	Supplies - Office	70.35
32-510-57400-0000-1	Supplies - Operating	1,150.33
32-510-57800-0000-1	Telephone & Communic...	4.20
32-510-58200-0000-1	Water/Soil/Other Analys...	2,017.33
34-20800-0000-1	Pension Payable	320.22
34-22050-0000-1	Federal Withholding Pay...	116.73
34-22100-0000-1	FICA Payable	223.96
34-22150-0000-1	Medicare Payable	52.38

Account Summary

Account Number	Account Name	Payment Amount
34-22200-0000-1	State Withholding Payab...	45.55
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-54000-0000-1	Fuel	653.88
34-520-56600-0000-1	Repairs & Maintenance -...	60.88
Grand Total:		203,957.39

Project Account Summary

Project Account Key	Payment Amount
None	203,957.39
Grand Total:	203,957.39

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

August 8, 2024

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

CALL TO ORDER

Mayor Ayon called the meeting to order at 6:00 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Councilmember Ayon, Councilmember Gonzalez, Councilmember Pérez

Councilmembers Absent: Councilmember Cano

OFFICIALS PRESENT

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

INVOCATION

Offered by Councilmember Perez

PLEDGE OF ALLEGIANCE

Councilmember Ayon

FEATURED PET

Chief Knox introduced the featured pet Sean

APPROVE AGENDA AS TO FORM

Motion by Gonzalez, second by Ayon to approve agenda as to form.

Roll Call Vote:

AYES: S. Ayon, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT: 1
PASSED 4-0-1

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Fire Update: Kern County Fire & Central Valley Almond Association
2. Introduction of New City Employees
3. Presentation of Sewer Master Plan

PUBLIC COMMENT

4. Central Valley Almond Association reference on 8/7/2024

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

5. Approval of Expense Report in the Amount of \$1,060,803.30 from 7/13/2024 TO 7/26/2024.
6. Approval of Payroll Report for the Month of July 2024 in the Amount of \$341,675.39.
7. Second reading, by title only, and adopt Ordinance 6-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101 RELATING TO CITY COUNCIL MEETINGS.
8. APPROVAL OF TRAVEL AND TRAINING EXPENSES EXCEEDING \$500.00 PER TRIP FOR THE K-9 POLICE OFFICER TO ATTEND THE K-9 POLICE AND MILITARY WORKING DOG CONFERENCE ON SEPTEMBER 10-12, 2024, IN NASHVILLE, TENNESSEE AND FOR THE CHIEF OF POLICE TO ATTEND THE KERN CHIEF'S CONFERENCE ON SEPTEMBER 3, 2024, IN PISMO, CALIFORNIA.
9. Receive and File Sewer Collection Master Plan

Recommended Action: Approve the Consent Calander

Public Comment: None

Council Action: It was moved by Ayon second by Perez to approve the Consent Calander as presented.

Roll Call Vote:

AYES: S. Ayon, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT: Cano

PASSED: 4-0-1

PUBLIC HEARINGS

10. Introduce, by title only Ordinance 11-2024, AN ORDINACE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.04 OF THE MCFARLAND MUNICIPAL CODE RELATING TO BUSINESS LICENSES.

Council Action: It was moved by Perez second by Ayon to approve the Ordinance 11-2024 as presented.

Roll Call Vote:

AYES: S. Ayon, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT: Cano

PASSED: 4-0-1

ADMINISTRATIVE AGENDA

NONE

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

a. Kern Council of Governments (KCOG) meeting reschedule for next month.

- b. Kern Economic Development Corp. (KEDC) meeting is scheduled for September.
- c. Kern Local Agency Formation Commission (LAFCO) Mayor Ayon provided update.
- d. San Joaquin Valley Air Pollution Control District (SJV) meeting scheduled for October.
- e. Public Policy and Finance Committee Councilmember Gonzales provided an update.
- f. Public Safety Committee Councilmember Perez provided an update.

COUNCIL STATEMENTS AND REPORTS

Mayor provided an update of current projects occurring in the City of McFarland.

CLOSED SESSION

NONE

ADJOURNMENT

Motion by Ayon, second by Gonzalez to adjourn

Roll Call Vote:

AYES: S. Ayon, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT: Cano

PASSED: 4-0-1

Meeting adjourned at 7:37 pm.

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 3.
Section: CONSENT AGENDA
Meeting Date: August 22, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Approve Ordinance 11-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.04 OF THE MCFARLAND MUNICIPAL CODE RELATING TO BUSINESS LICENSES

SUMMARY:

Chapter 5.04 of the McFarland Municipal Code regulates the issuance of business taxes and licenses within the City limits. There are currently uses within the City for which a business license rate is not defined other than the general annual gross receipts.

The proposed ordinance would provide for an additional category called "animal confinement/breeding/raising" which would provide for an annual fee of \$1,000 per acre for the business license. This fee is preferable than a "per confined animal" or annual gross receipts since it would be difficult for the City to verify these options, while an acre measurement can be adequately audited.

FINANCIAL IMPACT:

An increase of \$146,000 in general fund revenue is estimated from the modifications to the business license fee structure.

RECOMMENDATION:

City Council waive full reading and approve Ordinance 11-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.04 OF THE MUNICIPAL CODE RELATING TO BUSINESS LICENSES

ATTACHMENTS:

None

ORDINANCE NO. 11-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING CHAPTER 5.04 OF THE MUNICIPAL CODE RELATING TO BUSINESS LICENSES

Section 1. Recitals

WHEREAS, Article XI section 7 of the California Constitution provides authority to the City of McFarland to adopt ordinances and regulations for businesses transacted in the City, and

WHEREAS, Chapter 5.04 of the McFarland Municipal Code regulates business license and business license fees, and

WHEREAS, the City currently has no fees identified for businesses that operate animal confinement, breeding, and raising operations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN AS FOLLOWS:

Section 1. The following is added to Section A of Chapter 5.04.140 as follows:

Business Type	Annually/Daily/Per Event/ Unit Tax Amount
Animal Confinement/Breeding/Raising \$1,000 per acre	

Section 7. **Notice.** The City Clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 8. **Severability.** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 9. **Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 10. **Certification; Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 8/8/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on 8/22/2024 by the following vote:

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

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on August 22, 2024.

ATTEST:

Paul M. Saldana, Interim City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 4.
Section: CONSENT AGENDA
Meeting Date: August 22, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: Approval of Resolution No. 2024-655 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING ADDENDUM NO. 1 TO THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR AN ADDITIONAL SIX MONTHS

SUMMARY:

This staff report seeks City Council approval of Addendum No. 1 to the employment agreement with Kenny Williams, extending his role as the City Council Special Projects Manager/Police Oversight Advisor for an additional six-month term. The original agreement, which commenced on March 1, 2024, is set to expire at the end of August 2024. This extension, provided for in Section 5 of the agreement, will extend the term from September 1, 2024, through February 28, 2025, and is necessary to ensure the continued oversight and completion of several ongoing projects.

The terms and conditions of this extension remain consistent with the original agreement, and the required funds have already been included in the FY24-25 budget, so no budget adjustment is required.

Background

Kenny Williams has served as the City Council Special Projects Manager/Police Oversight Advisor since March 1, 2024. Over the past six months, he has significantly contributed to the oversight and strategic management of key city projects, especially within the McFarland Police Department. Given the ongoing nature of these projects and their critical importance to the City's operational goals, extending Mr. Williams's contract is essential.

Addendum No. 1 Details:

- **Extension Term:** An additional six months, from September 1, 2024, to February 28, 2025.
- **Compensation:** \$150 per hour, up to 80 hours per month, consistent with the initial agreement.
- **Total Cost:** Not to exceed \$72,000 for the six-month extension period, as previously budgeted.
- **Responsibilities:** Continuation of duties as outlined in the original employment agreement and job description, with a focus on project completion and operational oversight.

FINANCIAL IMPACT:

There is no additional financial impact associated with this extension, as the funds necessary for this position were already allocated in the FY24-25 budget. No budget adjustments are required.

RECOMMENDATION:

Staff requests that the City Council approve Addendum No. 1 to the employment agreement with Kenny Williams, extending the term of the agreement for an additional six months from September 1, 2024, to February 28, 2025. This extension will allow Mr. Williams to continue his valuable contributions to the City of McFarland.

ATTACHMENTS:

1. Addendum No 1 to Employment Agreement - Special Project Manager
2. Kenny Williams Employment Agreement - Signed

RESOLUTION NO. 2024-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING ADDENDUM NO. 1 TO THE EMPLOYMENT AGREEMENT WITH KENNY WILLIAMS FOR AN ADDITIONAL SIX MONTHS

WHEREAS, on February 22, 2024, the City Council of the City of McFarland approved an employment agreement with Kenny Williams to serve as the City Council Special Projects Manager/Police Oversight Advisor for an initial term of six months, effective March 1, 2024; and

WHEREAS, the employment agreement allows for an extension of the term for an additional six months if mutually agreed upon by the City Council and Kenny Williams; and

WHEREAS, the initial term of the agreement is set to expire at the end of August 2024, and both the City Council and Kenny Williams wish to extend the agreement for an additional six months, from September 1, 2024, to February 28, 2025; and

WHEREAS, Addendum No. 1 to the employment agreement has been prepared to formalize this extension; and

WHEREAS, the extension of the agreement will ensure continuity in the management and oversight of ongoing projects critical to the City's operations, including those related to police oversight; and

WHEREAS, the funds required for this extension have been included in the FY24-25 budget, and no budget adjustments are necessary;

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 Addendum No. 1 to the employment agreement with Kenny Williams, extending the term for an additional six months, effective September 1, 2024, and continuing through February 28, 2025.
2. The terms and conditions of the extension shall remain consistent with those set forth in the original employment agreement, including the compensation of \$150 per hour, not to exceed 80 hours per month.
3. The City Manager, or their designee, is authorized and directed to take all necessary steps to implement this resolution, including executing any documents or agreements necessary to

effectuate the extension of the employment agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on August 22, 2024 by the following vote:

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

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.

Erika De La Cruz, City Clerk

ADDENDUM NO. 1
**EMPLOYMENT AGREEMENT – CITY COUNCIL’S SPECIAL PROJECT
MANAGER/POLICE OVERSIGHT ADVISOR**

This **ADDENDUM NO. 1** to the **EMPLOYMENT AGREEMENT – CITY COUNCIL’S SPECIAL PROJECT MANAGER/POLICE OVERSIGHT ADVISOR** (“Agreement”), which was entered into the 28th day of February, 2024 by and between the CITY OF MCFARLAND, a California municipal corporation (“CITY”), and KENNY WILLIAMS (“Williams”), forms part of the Agreement and shall be incorporated therein by reference.

The initial term of the Agreement is set to expire at the end of August 2024.

Section 5 of the Agreement provides that the term of the Agreement shall renew upon the recommendation by the City Council for an additional six (6) months on the effective date of each subsequent six-month anniversary, if mutually agreed by both parties.

The Council hereby recommends and the Parties hereby mutually agree to extend the Term of the Agreement for an additional six (6) months, from September 1, 2024 to February 28, 2025.

Except as set forth in this Addendum, all other terms and conditions of the Agreement remain unchanged and shall continue in full force and effect.

This addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum has been executed and is effective as dated below.

CITY OF MCFARLAND

EMPLOYEE

By:

Saul Ayon, Mayor

Kenny Williams

ATTEST:

By:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM

By:

Nathan M. Hodges, City Attorney

EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made on this 28 day of February, 2024, by and between the City of McFarland, a Municipal Corporation ("City"), and Kenny Williams ("Williams"). The City and Williams are collectively referred to as the "Parties" where appropriate. Once effective, this Agreement shall replace and supersede any prior employment contracts or agreements between the Parties, which are hereby deemed rescinded and of no further effect, except where indicated within this Agreement.

RECITALS:

WHEREAS, the City Council now wishes to engage the services of Williams as the City Council's Special Project Manager/Police Oversight Advisor; and

WHEREAS, the position of Special Project Manager/Police Oversight Advisor is an "at will" position, not subject to the City's personnel rules; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the Parties mutually agree as follows:

AGREEMENT

1. **Incorporation.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **Hire.** City acknowledges that it will hire Williams as its City Council Special Project Manager/ Police Oversight Advisor as of March 1, 2024 ("Effective Date"). Williams and the City agree to the terms and conditions of this Agreement.
3. **"At-Will" Employment.** Williams's employment with City is at the sole will, discretion, and pleasure of the City. The City Council may fix any such additional terms and conditions of employment, as they may determine from time to time, relating to Williams's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

The terms of the City's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to Williams unless made expressly applicable, except that all policies and regulations related to the prevention of harassment, discrimination and retaliation shall apply to Williams.

This Agreement is not intended to, or does it confer any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the City Council to terminate Williams's employment. Subject to State and Federal law, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Williams.

4. Duties.

a. City Council Special Project Manager/Police Oversight Advisor . Employee accepts employment with the City as its City Council Special Project Manager/Police Oversight Advisor and agrees to perform all functions, duties, and services as defined by the City Council, including, but not limited to the following:

1. Will carry out the function of the Emergency Manager in the event of a non-law enforcement critical incident. All law enforcement critical incidents are managed by the chief of police. The SPM/POA will assist the chief of police on law enforcement critical incidents when requested by city council or the chief of police.
2. Performs highly responsible administrative work, conducting or providing project oversight for a variety of complex and sensitive assignments.
3. Prepares reports and correspondence to express objectives, findings, recommendations, and goals to the City Council, Committees, etc. as directed.
4. Ensures management related studies are prepared and administered to conform to all legal and specification requirements for deliverables, performed in a timely manner, written in a manner that protects the City against risk, are economically beneficial, and are consistent with industry standards.
5. Plans, and coordinates activities including writing specifications for projects and other specifically assigned functions.
6. Coordinates assignments with City Council for establishing priorities and schedules to ensure the outcomes and goals of council are achieved.
7. Coordinates the resolution of technical, procedural and operational problems; evaluating contractor performance; and specifying appropriate actions to be taken to correct deficiencies.
8. Handles highly classified and confidential matters including personnel investigations and other critical issues related to ensuring the ethical, moral and legal obligations of the city are upheld.
9. Assists in building a dynamic city environment that incorporates the concepts of effectiveness and efficiency.
10. Plans for future departmental growth, with regard to additional services and research programs relative to their specific application to the departments and community.
11. Reviews department operations, researches modern management methods, and formulates enforcement rules, procedures, and policies for efficient operation of the departments.
12. Attends county, regional, and State conferences, and meetings with other public officials as instructed by city council.
13. Investigates and determines proper courses of action on complaints.
14. Researches and recommends the adoption of new, or the deletion of old, ordinances for the overall benefit of the community.
15. Recommends the development and implementation of departmental in-service training programs.
16. When requested interviews and makes recommendations on the employment of new personnel.
17. When requested, makes recommendations on promotions, transfers, or dismissals.

18. Prepares special reports related to department operations.
19. Makes every reasonable effort to continually improve the manner in which the city operates to increase the quality of service to the public.
20. Updates the Lexipol policy manuals to ensure accurate procedures for the Police Department and the city.
21. Develops and implements the city's strategic water plan and the city's strategic beautification plan.
22. Continually progresses the mitigation efforts to elevate the McFarland flooding concerns of the Poso Creek tributary.
23. Leads the efforts in the planning, development, and construction, of the city's new police department building.
24. Performs other related duties as requested.

5. **Term.** Except as hereinafter described, the term of this Agreement shall be for six months (6) commencing on the Effective Date. The term of this agreement shall renew upon the recommendation by the city council for an additional six months (6) on the effective date of each subsequent six-month anniversary, if mutually agreed by both parties. The termination of this contract may be accomplished pursuant to the provisions of Section 6 of this Agreement.

- a. **Hours.** This position is a part-time position of up to 80 hours per month consisting of the following hours of work. Additional hours can be permitted as mutually agreed upon. The hourly rate will be calculated based on the terms of this agreement.
 - i. **Week 1 & 3:** 24 hours per week as agreed by the parties.
 - ii. **Week 2 & 4:** 16 hours per week as agreed by the parties.

6. **Termination.** Williams's "at-will" employment as City Council Special Project Manager/Police Oversight Advisor may be terminated as follows:

- a. **Resignation.** If Williams elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days' written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.
- b. **Retirement.** If Williams elects to retire, He shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.
- c. **Termination "Without Cause."** City reserves the right to terminate this Agreement and Williams's employment as City Council Special Project Manager/Police Oversight Advisor at any time, "without cause" or advance notice. Upon the termination without cause Williams will receive Three months (3) of his salary to allow for his transition to social security.

d. **Termination "With Cause."** The City reserves the right to terminate this Agreement and Williams's employment at any time, "with cause." "Cause" shall include, but not be limited to:

- i. Willful misconduct or gross negligence;
- ii. Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences;
- iii. A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
- iv. Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause;"
- v. Williams's death; or
- vi. If Williams is determined by a court of competent jurisdiction of the State of California's Fair Political Practices Commission to have knowingly and unlawfully participated in a governmental decision in which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.;
- vii. Williams's permanent disability if such disability precludes Williams from performing His essential job duties for more than six (6) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

e. **Termination Obligations.** Williams agrees that all property, including, without limitation, all equipment, Confidential Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Williams employment. Williams' obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

- i. **Confidential Information.** "Confidential Information" shall include, but not be limited to, all information or material that Williams learns of or obtains during his employment with City that is or was confidential or privileged by virtue of it having been discussed or presented in a duly-noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City.

Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted, orally, in writing, or by any other media, to Williams by City. Nothing herein shall require City to disclose any of its information to Employee.

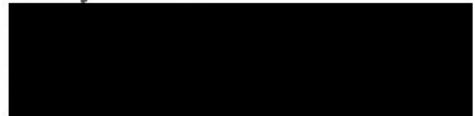
- ii. During his employment with City as City Council Special Project Manager/ Police Oversight Advisor, Williams shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Williams shall not use or disclose any Confidential Information, except with the express written consent of City. Williams' obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.
7. **Salary and Benefits.** Williams's salary and other benefits for all work or services called for under this Agreement shall be as follows:
- A. **Salary.** Commencing on the Effective Date, Williams's shall be compensated at the rate of \$150 per hour paid in bi-weekly pay periods. The compensation will not exceed \$72,000 in the six-month contract period. Any salary increases or decreases shall be implemented by written amendment to this Agreement and upon approval by the City Council.
 - B. **Vacation.** Williams shall receive no vacation leave as the employment is part time.
 - C. **Sick Leave.** Williams shall receive no sick leave from the city unless required by the California sick leave law.
 - D. **Administrative Leave.** Williams shall receive no administrative leave as the employment is part time.
 - E. **Holiday and Other Leaves.** Williams shall receive the same leaves, and holidays, as provided to other employees at the City.
 - F. **Health Insurance Benefits.** Williams shall not receive any health insurance benefits as Williams has agreed to waive the health insurance coverage and can provide proof of other group coverage in accordance with the Affordable Care Act, (i.e. is not purchasing coverage from the exchange).
 - G. **Term Life Insurance.** Williams will not receive any group life insurance.
 - H. **Cell Phone.** City shall provide Williams with a cell phone purchased by City to be used by Williams exclusively for performance of His duties under this Agreement and City

shall pay the monthly charges for the cell phone data usage. Alternatively, at Williams's election, City will pay Williams an allowance of \$50.00 per month for use toward His personal cell phone and data plan. Williams acknowledges that use of the City provided cell phone, or His personal cell phone, for City business may be subject to such usage to disclosure under the California Public Records Act.

- I. **Retirement.** City represents and Williams acknowledges that City is not a CalPERS agency for retirement purposes. The City shall contribute the equivalent of ten percent (10%) of Williams's salary monthly to Williams's 401(k) or deferred compensation retirement account. Williams shall choose whether he wants the contribution made to His 401(k) or deferred compensation account, or a combination of both.
- J. **Expenses.** City shall reimburse Williams for all reasonable out-of-pocket expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees. Williams shall submit a receipt and a description of the expenses to the City's Finance Director within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement.
8. **Bonding and Indemnification.** City shall bear the full costs of any fidelity or other bond required of Williams under any law or ordinance. City shall defend, save harmless and indemnify Williams from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against Him in His individual capacity or in His official capacity as City Council Special Project Manager/Police Oversight Advisor, provided the Claims arise while Williams is acting within the course and scope of His employment and provided He did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.
9. **Evaluation.** The City Council shall evaluate Williams after the first three (3) months of the Term of this Agreement. The City Council shall have the right to establish the format and the forms to be used.
10. **Notices.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid or by electronic mail (Email) or, if notice is given to City, if sent by confirmed facsimile, addressed as follows:

City
City Council, City of McFarland
401 West Kern Avenue
McFarland, California 93250
Email:

Williams
Kenny Williams



Either party may change His or its address by providing written notice to the other party in the manner described herein.

11. General Provisions.

- A. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes any and all prior agreements – including the Parties' Consulting Agreement – promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. **Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. **Amendment.** This Agreement may only be amended by a writing executed by all parties.
- E. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.
- F. **Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- G. **Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- H. **Assignment.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.
- I. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context

so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

- J. Merger And Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing, approved by the City Council and signed by all the parties.
- K. Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- L. Execution.** This Agreement is effective April 1, 2024. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- M. Non-Interest.** Except for Williams, no officer or employee of City shall hold any interest in this Agreement (California Government Code section 1090).
- N. Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.
- O. Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:
- a. Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Williams, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of His office or position.
 - b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of His office or position.

- c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of His office or position.
- d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Williams shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Williams represents that He has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to him, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

- P. Independent Legal Advice.** City and Williams represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Williams further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the day and year first above written:

Dated: 2/28/24

CITY OF MCFARLAND

By: Sey

Saul Ayon

Title: Mayor

Dated: 2/28/24

EMPLOYEE

By: Kenny Williams

Kenny Williams

APPROVED AS TO FORM:

By: Nathan M. Hodges, Esq.

Nathan M. Hodges, Esq.
Hodges Law Group
City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: CONSENT AGENDA
Meeting Date: August 22, 2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-99 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE QUOTE FROM WILSCOT FOR THE PURCHASE OF AN OFFICE TRAILER FOR FACILITY NEEDS AND AUTHORIZING A CAPITAL IMPROVEMENT PROJECT PURCHASE IN THE AMOUNT OF \$31,241.49.

SUMMARY:

On July of 2024 the City Council approved a capital improvement project for the purchase of an office trailer for Wastewater (WWTP) staff. The WWTP staff has an urgent need for a dedicated facility for a proper break room, additional computer stations, and a dedicated supervisor's office. Currently, the staff are using their WWTP Office space as a break room and their workstations are within the vicinity of the raw sewage laboratory. The staff size has also grown with the addition of a new operator in training. The staff of four shares two computer stations. This purchase would greatly alleviate the current situation with the inadequate office space and break room area. As such, three quotes were received for the purchase of an office trailer as follows:

Willscot 10'x36' - \$31,241.49.

United Rentals 8'x30' – Needs refurbishing - \$19,268.50

Mobile Modular 10'x28' – \$36,636.57

Although United rentals is the lowest priced trailer quote we received, it is significantly smaller in size and does require some repairs. After visually inspecting the trailer from United rentals, staff determined the trailer will need repairs to flooring, wood paneling in the walls and replacing acoustical ceiling tiles. Staff estimates the repairs on the united rentals trailer will require approximately \$3,500 in time and materials to repair. The repairs will bring united rentals trailer cost to \$22,765.50.

If we compare cost per square foot between United Rentals trailer including repair cost and Wilscot Trailer cost, the Wilscot trailer is the best value. Not only is Wilscot the better value in cost per square foot, the bigger size trailer allows staff to have a bigger break room for future expansion. The cost per square foot analysis is below:

United Rentals

Size: 8'x30' = 240 SQ. FT

Cost: $\$19,268.50 + \$3,500(\text{repairs}) = \$22,768.50$
Cost per SQ. FT = \$94.87

Willscot
Size: 10'x36' = 360 SQ. FT
Cost: = \$31,241.49
Cost per SQ. FT = \$86.79

FINANCIAL IMPACT:

This project will have an impact of \$31,241.49. However, this cost has been budgeted in the fiscal year 24-25 and will not affect the department budget, mitigating any financial stress to the fund.

RECOMMENDATION:

After careful review of all the received quotations, staff recommends that the City Council approve Resolution No. 2024-99, which involves accepting the quote from Willscot for the purchase of an office trailer. This recommendation is based on the quoted price being the lowest qualified bid by Willscot.

ATTACHMENTS:

1. Q-1833130-City of mcfarland rev 2
2. City of McFarland 8x32 Sales Quote_237186947
3. mobile modular

RESOLUTION NO. 2024-99

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING
THE QUOTE FROM WILSCOT FOR THE PURCHASE OF AN OFFICE TRAILER FOR
FACILITY NEEDS AND AUTHORIZING A CAPITAL IMPROVEMENT PROJECT
PURCHASE IN THE AMOUNT OF \$31,241.49.**

WHEREAS, the City Council approved a capital improvement project for the purchase of a office trailer for WWTP staff; and

WHEREAS, the WWTP staff has an urgent need for a dedicated facility for a proper break room, additional computer stations, and a dedicated supervisor office; and

WHEREAS, the staff is using their WWTP Office space as a break room, computer stations, within the vicinity of the raw sewage laboratory; and

WHEREAS, the office Trailer purchase would alleviate the current situation with the inadequate office space and break room area; and

WHEREAS, three quotes were received for the purchase of an office trailer; and

WHEREAS, Wilscot was the lowest qualified bid for the office trailer in the amount of \$31,241.49.

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 purchase of a office trailer from Wilscot for the Wastewater Treatment Plant in the amount of \$31,241.49
3. Authorizes the City Manager to utilize funds from the Capital Improvement Project budget allocation.
4. The City Clerk shall certify to the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on August

22, 2024 by the following vote:

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

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.

Erika De La Cruz, City Clerk



Your Sales Representative
Daniel Young
daniel.young@willscot.com

Agreement Number: Q-1833130
Revision: 2
Date: 8/14/2024
Expiration Date: 9/5/2024

Sale Agreement For Used Equipment Without Warranty

Buyer: City of McFarland 401 W Kern Ave Mc Farland, CA 932501352	Contact: Robert Cisneros , , US Phone: 6616671002 Email: rcisneros@mcfarlandcity.org	Ship To Address: 401 W Kern Ave McFarland, CA 93250, US Estimated Delivery Date:08/23/24
--	---	---

Unit Description and Pricing	Quantity	Price	Extended
36x10 Mobile Office or Similar Unit Number: WAL-17242	1	\$ 22,800.00	\$ 22,800.00
Delivery - 10' wide	1	\$ 650.00	\$ 650.00
Prev Wage Wood Skirting	1	\$ 2,175.00	\$ 2,175.00
Fuel Surcharge Delivery	1	\$ 149.50	\$ 149.50
OSHA Aluminum Steps	1	\$ 1,000.00	\$ 1,000.00
CA Transport Delivery Fee	1	\$ 100.00	\$ 100.00
License fee	1	\$ 1.00	\$ 1.00
Prev Wage Setup and Anchor	1	\$ 1,985.00	\$ 1,985.00
Total Purchase Price Including Delivery And Installation (If Applicable)*:			\$ 28,860.50
Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:			\$ 31,241.49

Scope Of Work

This building is sold as is with no warranty

Summary of Charges

Model: 36x10 Mobile Office or Similar	QUANTITY: 1	Total Charges for(1) Building(s): \$ 28,860.50
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 31,241.49



Your Sales Representative
Daniel Young
daniel.young@willscot.com

Agreement Number: Q-1833130
Revision: 2
Date: 8/14/2024
Expiration Date: 9/5/2024

Payment Terms

Credit Terms: 100% due upon signing, 0% due upon unit delivery and remaining, 0% due upon substantial completion.

Acknowledgement

This Sales Agreement (the "Agreement") is made on August, 14, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 34948 Gazelle Court, Bakersfield, CA 93308-9618 ("Seller") and City of McFarland ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (7-26-13) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Seller subject to the terms therein.

EXCLUSIONS OF ALL WARRANTIES:

AS ACKNOWLEDGED AND AGREED BY THE UNDERSIGNED BUYER, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND THAT THE SALE IS "AS IS" AND "WITH ALL FAULTS." FURTHERMORE, WILLIAMS SCOTSMAN IS PROVIDING NO WARRANTIES AND MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OF THE SUBJECT MODULAR BUILDING.

Buyer's Initials _____

Signatures

BUYER (Name): City of McFarland	SELLER: Williams Scotsman inc
Signature:	
Print Name:	
Title:	
Date:	
PO#:	

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email: _____

No thanks. Please mail my invoices to:
_____, US



BRANCH AJ3
2801 E BRUNDAGE LN
BAKERSFIELD CA 93307-2817
661-324-0060

SALE QUOTE

237186947

Job Site

MCFARLAND ANIMAL SHELTER
12941 MELCHER RD
MC FARLAND CA 93250-9636

Office: 661-792-3091

CITY OF MCFARLAND
401 W KERN AVE
MC FARLAND CA 93250-1352

Customer # : 1429135
Quote Date : 08/06/24

UR Job Loc : 12941 MELCHER RD, MC
UR Job # : 16
Customer Job ID :
P.O. # : QUOTE
Ordered By : ROBERT CISNEROS
Written By : PAULA CASTILLO
Salesperson : PAULA CASTILLO

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount		
1	9220250 CC: 922-0250 OFFICE TRAILER 8X30 NO RR PURCHASE OF A USED 8X32 OFFICE TRAILER SOLD AS IS. -INCLUDES 2 SET OF STEPS	15500.00	15500.00		
SALES ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount
1	SETUP	MCI	EA	2300.00	2300.00
	SETUP				
	UM: (EA) EACH				
	OFFICE TRAILER SET UP, LEVEL OFFICE TRAILER, REMOVE HITCH, SKATE INTO POSITION, SET UP ON PIERS/STANDS, AND TIE DOWN.				
				Sub-total:	17800.00
				Tax:	1468.50
				Total:	19268.50
	CONTACT: ROBERT CISNEROS CELL#: 661-667-1002				

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-461296
Date of Quote	08/09/2024
Quote Expiration Date:	09/07/2024
Estimate Del Date	08/08/2024
Buyer PO#:	

Buyer Name and Billing Address	Site Information	Seller Name
City Of McFarland ("Buyer") 12941 Melcher Road McFarland, CA 93250 Robert Cisneros Phone #: (661) 667-1002	Robert Cisneros 12941 Melcher Road McFarland, CA 93250 Cell: (661) 667-1002	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Merici Trujillo merici.trujillo@mobilemodular.com Direct Phone: 1 (925) 453-3125

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Special Custom Sale, Single (Prepayment Required for Delivery) (10x28 Model 101179 web Sale)				
	1		\$25,770.00	Y
Steps, Standard	2	\$923.00	\$1,846.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Special Custom Sale, Single (Prepayment Required for Delivery) (10x28 Model 101179 web Sale)				
Delivery	1	\$1,350.00	\$1,350.00	N
Delivery Pilot	1	\$465.00	\$465.00	N
Delivery Permit	1	\$194.00	\$194.00	N
Block and Level Custom Building	1	\$1,200.00	\$1,200.00	N
Essential Material Handling Fee	1	\$550.00	\$550.00	N
Fee, License or Registration for Sale	1	\$644.25	\$644.25	N
Additional Labor, On Bvl, Other (Skirting)	1	\$2,184.00	\$2,184.00	N
Removal, Towbar/Hitch	1	\$155.00	\$155.00	N
Total Estimated Charges				
			Subtotal	\$34,358.25
			Taxes	\$2,278.32
			Total Charges (including tax)	\$36,636.57

Special Notes

8x28 Model 101179 Web Sale

Pilot Cars & Haul Permits:Pricing does not include transportation pilot cars & haul permits. Occasionally additional charges occur due to city re-routing or city/county requirements. If such requirements are applicable, Customer will be notified prior to delivery.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: August 22, 2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-96 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING THE DECISION TO PROCEED WITH AN URGENCY PURCHASE OF TWO HIDROSTAL SUBMERSIVE PUMPS TO COMPLETE THE SAN JUAN LIFT STATION PUMP PROJECT AND APPROVING AN ADDITIONAL APPROPRIATION TO THE WASTEWATER FUND

SUMMARY:

In July of 2024 with the support of City Council the city took a proactive effort to provide a better service to the community in our Public Works Department. Specifically related to the need for repair of City infrastructure and ensuring customers have proper working utility services. The City added a temporary Reverse Osmosis (RO) treatment plant at Browning Well to provide safe drinking water Citywide. However, the RO system is discharging additional waste into the sewer system, which doesn't have the capacity to intake additional waste. This would require upgrading the two lift station pumps at San Juan to be able to take on the additional waste intake. This would also benefit the City for future expansion to take on additional waste from additional housing development.

It is important to note that the city had not budgeted for this lift station upgrade project in the fiscal year 2024-25 due to the unexpected amount of waste produced by the temporary RO system. However, given the urgent nature of the possible overflow of waste or motor failure issues, the City Manager directed staff to commence work immediately under the urgency purchase provision of the municipal code section 2.24.070, section F; in order to preserve health and property, and to ensure adequate waste flow. Staff has since moved forward with the project and taken the following steps to comply with the urgency purchase provision of the municipal code:

1. Procurement of a verbal purchase order number from the purchasing officer.
2. Submission of a purchase requisition within two working days.
3. Presentation of this report for City Council's ratification.

To complete the project, staff has proceeded with the purchase and installation of two new Hidrostal submersible pumps to address the need for the lift station to run efficiently. Miscellaneous items related to the installation of the two lift station pumps are the hiring of a crane to remove old pumps and install new pumps. And the hiring of an electrician to install the new pumps into existing electrical control panels and programming into SCADA, will be required as well. The total estimated cost of the San Juan Lift Station Project is \$49,549.12.

FINANCIAL IMPACT:

The financial impact to the Wastewater Fund is \$49,549.12.

RECOMMENDATION:

1. Ratify the decision to classify the San Juan Lift Station Project as an Urgency Purchase.
2. Approve an appropriation of \$49,549.12 to the Wastewater Fund.

ATTACHMENTS:

1. MQ24-102004 San Juan Hidrosta Wemco Replacement
2. Ferguson quote

RESOLUTION NO. 2024-96

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE APPROPRIATION OF \$49,549.12 FROM THE CITY'S ENTERPRISE FUND FOR THE PURCHASE OF TWO HIDROSTAL SUBMERSIVE PUMPS TO COMPLETE THE SAN JUAN LIFT STATION PUMP PROJECT

WHEREAS, the repair of City infrastructure and ensuring customers have proper working utility services is necessary to provide a better service to the community in our Public Works Department; and

WHEREAS, the City added a temporary RO treatment plant at Browning Well to provide safe drinking water Citywide; and

WHEREAS, the RO system is discharging additional waste into the sewer system, which does not have the capacity to intake additional waste; and

WHEREAS, the purchase and installation of two Hidrostal submersible pumps will upgrade the lift station pumps at San Juan to run efficiently and enable the capacity to take on additional waste intake; and

WHEREAS, the increased capacity will benefit the City for future expansion to take on additional waste from additional housing development; and

WHEREAS, the city had not budgeted for lift station upgrades in the fiscal year 2024-25, and funds in the amount of \$49,549.12 for the purchase and installation of two Hidrostal submersible pumps will need to be appropriated from the City's Wastewater Fund;

WHEREAS, the City Manager has determined that this situation qualifies as an "Urgency Purchase" as defined in Section 2.24.070, Section F of the McFarland Municipal Code, which allows for expedited procurement to preserve life, health, or property;

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.

- 2. The City Council hereby ratifies the decision of the City Manager to proceed with the urgency purchase of two new Hidrostral submersible pumps as an essential measure to preserve the health and welfare of the City’s residents.
- 3. The City Council approves an appropriation of \$49,549.12 to the Wastewater Fund.
- 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 August 22, 2024 by the following vote:

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

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.

Erika De La Cruz, City Clerk



DATE: 8/9/24
TO: City of McFarland
ATTN: Robert Cisneros
RE: San Juan LS - Hidrostral pump replacement

QUOTE # MQ24-102004 rev1

Dear Robert,

We are pleased to offer the following items for your consideration.

ITEM 1

Two (2) Hidrostral D4K-LT Submersible Pump Hidrostral screw impeller Non-Clog submersible pump rated for 250 GPM. Equipped with HI-Chrome impeller, HI-Chrome Liner, Cast Iron Volute, 316 Stainless steel hardware, Nitrile O-Rings and Sherwin Williams 2 part epoxy coating. DKXA6 3.4 HP, 1160 RPM, 230V / 3phase, VFD compatible motor with convection cooling feature, 82' feet of cable. Standard protective elements include: Thermistor PTC, BIMetal Switch, Internal Moisture Probe. R-K Electronic moisture Relay, Siemens Thermistor Relay **as manufactured by Hidrostral.**

Items 1 as described above for the price of.....\$49,549.12

NOTES:

Estimated Submittal lead time 2-4 weeks from executed PO.

Estimated production lead time is 4-10 weeks from approved submittals.

Existing Guide rails and discharge flange to be used with Hidrostral Bare pump assembly.

Sales tax and freight is included in above pricing.

Anchor bolts, seismic calculations, or vibration testing are not included unless specifically noted in individual equipment descriptions.

Quotation is valid for 30 days.

This proposal is subject to the attached MuniQuip Terms & Conditions and/or the Terms and Conditions of the individual companies MuniQuip has quoted.

Best Wishes,

Alvie (AJ) Villalobos

Sales Engineer

2017 Opportunity Drive, Suite 4

Roseville, CA 95678

714-414-7688 cell

916-787-5641 office

916-787-5642 fax

Alvie@muniquipllc.com

Initial _____



TERMS AND CONDITIONS

1. Acceptance of this Order is final only upon written approval by MuniQuip, L.L.C. ("MQ").
2. The total sale price, as set forth on the first page hereof, including all tax, is payable by Purchaser as follows: One-Hundred percent (100%) within 30 days of notice of availability for shipment by the manufacturer. Any amount not paid when due shall bear interest at the rate of 18% *per annum*. Purchaser agrees to pay reasonable attorney's fees and all collection costs incurred by MQ if payment is not timely received. All payments by Purchaser shall be made without offset or deduction.
3. All prices are FOB source shipping point. MQ is not responsible for any loss during transit. Breakage or shortage claims arising from shipments shall be made by the Purchaser directly against the carrier. Purchaser will accept shipment within five (5) days of notice of availability from MQ.
4. Purchaser understands and acknowledges that the Equipment is not manufactured by MQ, and that MQ offers no representations or warranties of any kind or nature with respect to the Equipment. **SPECIFICALLY, MQ DOES NOT OFFER ANY EXPRESS OR IMPLIED WARRANTY OF DESCRIPTION, TITLE, OR CONDITION OF LIEN OR SECURITY INTERESTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** The only warranties with respect to the Equipment shall be those offered by the manufacturer, if any. The sole obligation of MQ shall be to assist Purchaser in connection with the presentation of any warranty claim to the Manufacturer. If applicable, MQ will assign all manufacturers' warranties to Purchaser or end user. Purchaser shall be responsible for all costs and labor for installation and start-up assistance of the Equipment.
5. MQ shall not be responsible for any loss, claim or damages resulting from any force majeure, including but not limited to strikes, accidents, unavailability of labor or materials, acts of God, weather conditions, inability of carrier to deliver, legislative, administrative, or executive law, order or requisition of any governmental entity, or any event not under the direct control of MQ. Any delay in delivery from the Manufacturer caused by a force majeure or action or inaction of the Manufacturer or carrier shall not be the responsibility of MQ.
6. In no event shall MQ be responsible for any liquidated, consequential or special damages arising from breach of this Agreement, any delay of delivery or any other cause.
7. Purchaser shall pay any sales, excise, or other government charge payable by MQ to federal, state or local authorities. Any such taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Purchaser agrees to reimburse MQ for any such tax or to provide MQ acceptable tax exemption certificates.
8. Purchaser may not cancel this Order without the prior written consent of MQ, and in any event Purchaser shall be responsible for all costs, charges and fees caused by such cancellation, including labor expended, material procured, and reasonable overhead expenses applicable thereto.

Initial _____



9. Any failure of MQ to insist upon the performance of any term or condition of this Agreement or any prior quotations, agreements, orders, and acceptances or orders related thereto shall not be deemed to be a waiver of such term, condition, or any other right in the future.
10. The provisions hereof shall apply to all addendums or changes hereto although not specifically set forth therein, all of these terms and conditions being considered to be additional terms and conditions to any such addendum or change.
11. Purchaser agrees to inspect the Equipment immediately upon delivery. Any claim for shortages must be made to MQ within ten (10) days after shipment or shall be deemed waived. Any other claim by Purchaser, other than warranty claims against the manufacturer, shall be made within thirty (30) days after receipt of shipment, and if not made, shall be waived.
12. Purchaser agrees to provide and maintain adequate insurance against loss of or damage to the Equipment until the purchase price to MQ has been fully paid. Any loss or damage to the Equipment after transfer of possession shall not relieve the Purchaser from obligations under this Agreement.
13. This Agreement represents the final and complete understanding of the parties with respect to all terms and conditions of the sale of Equipment as contemplated hereby, and there are no other representations, promises or agreements, whether written or oral, made in connection herewith. Purchaser specifically understands and acknowledges that no agent, employee or representative of MQ has the authority to or has made any other representation, promise or agreement except as specifically set forth in this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by both parties.
14. This Agreement shall be construed under the laws of the State of California, and any action arising hereunder shall be commenced in that state.

Customer Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Purchase Order #: _____



FERGUSON WW BAKERSFIELD #2777
2900 FAIRHAVEN DRIVE
BAKERSFIELD, CA 93308-6125

Phone: 661-396-3230
Fax: 661-397-7429

Deliver To:

From: Robert Calvillo

Comments:

18:20:22 JUL 29 2024

Page 1 of 1

FERGUSON WATERWORKS #2777

Price Quotation

Phone: 661-396-3230

Fax: 661-397-7429

Bid No: B003030
Bid Date: 07/29/24
Quoted By: RXC

Cust Phone: 661-792-3058
Terms: NET 10TH PROX

Customer: CITY OF MCFARLAND
401 WEST KERN AVENUE
MCFARLAND, CA 93250-1352

Ship To: CITY OF MCFARLAND
401 WEST KERN AVENUE
MCFARLAND, CA 93250-1352

Cust PO#: WASTEWATER

Job Name: HIDROSTAL SUB PUMPS

Item	Description	Quantity	Net Price	UM	Total
SP-HD4KLT	2 HIDROSTAL D4K-LT SUB PUMP	1	48805.870	EA	48805.87

Net Total: \$48805.87
Tax: \$4038.86
Freight: \$150.00
Total: \$52994.73

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2777&on=2664>



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: August 22, 2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE BID SUBMITTED BY TALLEY OIL, INC. FOR THE STREET REJUVENATION AND SLURRY SEAL PROJECT AT VARIOUS LOCATIONS IN THE AMOUNT OF \$277,115.50, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, AND APPROVING AN APPROPRIATION OF \$157,526.50 TO THE GENERAL FUND

SUMMARY:

The City of McFarland allotted a total of \$147,300 combined for fiscal years 2023-24 and 2024-25 to utilize for Asphalt Rejuvenation at Various Locations. Staff utilized Pavement Management Software to establish a list of Streets that were good candidates for Reclamite Rejuvenation and Slurry Seal.

With the current condition of our roads, it is crucial to start taking a proactive approach to salvage and preserve our streets before they get to the point of having to reconstruct them.

Reclamite is a rejuvenating product that extends the life of fair conditioned roads 5-7 years.

Slurry seal is a combination of aggregate, emulsified asphalt, and water. Slurry Seal can be useful on roads that show more signs of wear and cracking and can extend life up to 7 years.

On July 20, 2024 Staff put out to bid the Street Rejuvenation and Slurry Seal project at Various locations Project which consisted of 27 streets to receive reclamite and 15 streets to receive slurry seal.

On August 8, 2024 at 2:15 PM. sealed bids were opened for this project. A total of two (4) bids were received and opened by the Public Works Director with the City Clerk and Assistant Public Works Director present. The following is the tabulation of the bids received:

BIDDER	Bid Total
Talley Oil Inc.	\$277,115.50
Kern Asphalt Paving & Sealing Co. Inc.	\$411,465.15
VSS International	\$430,120.00
C.R. Contracting	\$495,487.45

The Public Works Director has reviewed and qualified the lowest responsible bidder, Talley Oil

Inc, by checking their contractors license number, DIR registration number, and References of previously completed projects. The City is allowing 30 working days for the contractor to complete the project.

FINANCIAL IMPACT:

The total estimated cost of the construction phase of this project is \$304,826.50 including contingencies. The current budget includes \$147,300 for street rejuvenation projects. As such, staff is requesting an appropriation of \$157,526.50 to the General Fund. This additional appropriation will be offset with gas tax funds.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2024-97 accepting the lowest responsive and responsible bidder, award the project and to execute a construction agreement with Talley Oil, Inc. in the amount of \$277,115.50 for the Street Rejuvenation and Slurry Seal Project and authorize the City Manager to execute the construction agreement.

Additionally, Staff recommends the approval in the amount of \$27,711 for Construction Contingency. These funds will be utilized for unforeseen work that may arise during the course of construction which was unforeseen at the time of bidding. The management of this project will be done in house to save on cost.

ATTACHMENTS:

1. Bid Opening Checklist 8-8-2024
2. Talley Oil Bid
3. McFarland - Street Rejuv_Slurry-PLANS
4. Construction Agreement - Talley Oil - Street Rejuv Project

RESOLUTION NO. 2024-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE BID SUBMITTED BY TALLEY OIL, INC. FOR THE STREET REJUVENATION AND SLURRY SEAL PROJECT AT VARIOUS LOCATIONS IN THE AMOUNT OF \$277,115.50, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, AND APPROVING AN APPROPRIATION OF \$157,526.50 TO THE GENERAL FUND

WHEREAS, the City Council has identified the need for street rejuvenation and slurry seal projects at various locations throughout the city to extend the life of the streets and enhance their condition; and

WHEREAS, in response to the City's request for proposals, Talley Oil, Inc. submitted a bid in the amount of \$277,115.50 for the completion of the street rejuvenation and slurry seal project; and

WHEREAS, City staff have reviewed the bid from Talley Oil, Inc. and determined that it meets the necessary requirements and specifications for the project; and

WHEREAS, the City Council desires to accept the bid from Talley Oil, Inc., and authorize the City Manager to sign and execute the construction agreement on behalf of the City of McFarland; and

WHEREAS, the total project cost, including a contingency of \$27,711.55, requires an appropriation of \$157,526.50 to the General Fund to ensure adequate funding for the project.

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

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. Authorizes the award of a Construction Agreement to Talley Oil Inc., for the Street Rejuvenation and Slurry Seal Project, in the Amount of \$277,115.50 – Base Bid.
3. Authorizes the City Manager to execute the Construction Agreement.
4. An appropriation of \$157,526.50 to the General Fund is hereby approved to cover the project costs, including the base bid amount and a contingency of \$27,711.55.
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 August 22, 2024 by the following vote:

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

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.

Erika De La Cruz, City Clerk

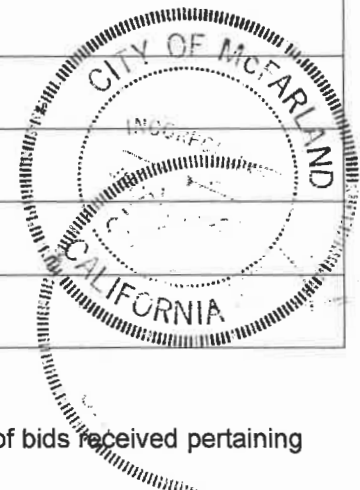
CITY of McFARLAND - BID OPENING CHECKLIST

Project Name: **STREET REJUVENATION AND SLURRY SEAL – VARIOUS LOCATIONS**

Bid Opening Date and Time: **AUGUST 8, 2024 @ 2:15pm**

Bids Opened by: Yerlys Hernandez

BIDDER'S NAME	SIGNED BID SCHEDULE?	SUBCONTRACTORS LIST	NON-COLLUSION AFFIDAVIT INCLUDED?	BID BOND INCLUDED?	BID AMOUNT
Talley Oil Inc.	Yes	Yes	Yes	Yes	277,115.50
Kern Asphalt Paving & Sealing Co. Inc.	Yes	Yes	Yes	Yes	411,465.15
VSS International	Yes	Yes	Yes	Yes	430,120.00
CR Contracting	Yes	Yes	Yes	Yes	495,487.95



I, Erika De La Cruz, hereby state that at 2:15 o'clock p.m. on August 8th, 2024, 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

8/8/2024
Date

City of McFarland – Street Rejuvenation and Slurry Seal Various Locations

Addendum No. 01

ITEM #01: Slurry Street Areas List Modification:

OMIT: 3rd Street – W. Perkins to Hail Lane removes **5,714 Sq. Yds.**

(See revised **Bid Schedule Quantity** and Revised **Drawing Sheets 1 of 6** and **4 of 6.**)

ITEM #02: Slurry Street Areas List Modification:

CORRECTION: 3rd St. – Frontage Rd. to Perkins Ave. should read: **“3rd St. – Perkins Ave to Hail Ln**

(See revised **Drawing Sheet 1 of 6.**)

ITEM #03: RFI's – Questions and Responses

1. Is Striping to be done by the Contractor?

Answer: No Striping is required by Contractor, this will be performed by the City.

2. What are the Working Hours?

Answer: 7am-4pm are the working hours



3. In the **Special Provisions Part II Technical Specifications** for Slurry, the aggregate is calling for rock-crusher dust "black in color and volcanic in nature" can this be substituted?

Answer: The aggregate does not have to be black in color or volcanic. Please OMIT: "Black in color and volcanic in Nature."

4. Are manholes and utility boxes required to be taped off for Reclamite?

Answer: No taping of manholes or utility boxes is required for Reclamite. Taping of manholes and utility boxes are only required for Slurry Seal.

5. Does the City want to keep the sand that is swept up after reclamite?

Answer: The City will keep the swept up sand from the Reclamite and staged at a location within the city limits.

6. Is sweeping required after Slurry seal?

Answer: No Sweeping is required after slurry seal

7. Is there an Engineers Estimate?

Answer: The Engineers estimate is \$345,000

END OF ADDENDUM NO. 01

BIDDING DOCUMENTS

Except as otherwise provided in the Special Provisions, the Project will be administered and constructed in accordance with the 2018 State Of California Department Of Transportation Standard Plans And Standard Specifications. The 2018 State Of California Department Of Transportation Revised Standard Plans And Revised Standard Specifications. The 2014 California Manual On Uniform Traffic Control Devices (CA MUTCD), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bid Opening Date: August 8, 2024

**Project No.: Street Rejuvenation and Slurry Seal
Various Locations**

City of McFarland
STREET REJUVENATION AND SLURRY SEAL
VARIOUS LOCATIONS

(Ink must be used to complete this proposal.)

BID FORM

TO THE CITY OF McFARLAND

DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER Talley Oil Inc.
BUSINESS P.O. BOX N/A
CITY, STATE, ZIP Madera, CA 93638
BUSINESS STREET ADDRESS 12483 Road 29
(Please include even if P.O. Box used)
CITY, STATE, ZIP Madera, CA 93638
TELEPHONE NO: AREA CODE (559) 473-9011
FAX NO: AREA CODE (559) 473-9012
CONTRACTOR LICENSE NO. 822368 State Registration (DIR) # 1000009187

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project PLANS described below, including any addenda thereto, the contract annexed hereto, and also except as otherwise provided in the Special Provisions, the Project will be administered and constructed in accordance with the 2018 State Of California Department Of Transportation Standard Plans And Standard Specifications. The 2018 State Of California Department Of Transportation Revised Standard Plans And Revised Standard Specifications. The 2014 California Manual On Uniform Traffic Control Devices (CA MUTCD), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR

Street Rejuvenation and Slurry Seal
Various locations

CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

Street Rejuvenation and Slurry Seal
Various locations

INCLUDE WITH BID

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the *CITY OF McFARLAND's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF McFARLAND*, and that discretion will be exercised in the manner deemed by the *CITY OF McFARLAND* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF McFARLAND* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF McFARLAND*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF McFARLAND* that the contract has been awarded, the *CITY OF McFARLAND* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of *CITY OF McFARLAND*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the PLANS therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF McFARLAND*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE WITH BID

BID SCHEDULE

ADDENDUM NO. 01

SCHEDULE OF WORK ITEMS City of McFarland

STREET REJUVENATION AND SLURRY SEAL – VARIOUS LOCATIONS

Item No.	Quantity	Unit	Item Description	Unit Price	Total Price
1	1	LS	Mobilization, permits license	\$ <u>10,000.</u> / LS	\$ <u>10,000.</u>
2	1	LS	Maintenance of Traffic Control & Signing	\$ <u>25,000</u> / LS	\$ <u>25,000.</u>
3	57,262	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets specified in Area 1 including sanding and sand removal per contract plans and specifications.	\$ <u>1.10</u> / SY	\$ <u>62,988.</u> ²⁰
4	16,132	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets a specified in Area 2 including sanding and sand removal per contract plans and specifications.	\$ <u>1.10</u> / SY	\$ <u>17,745.</u> ²⁰
5	34,283	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets specified in Area 3 including sanding and sand removal per contract plans and specifications.	\$ <u>1.10</u> / LS SY	\$ <u>37,711.</u> ³⁰
6	22,512	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 1 .	\$ <u>2.20</u> / LS SY	\$ <u>49,526.</u> ⁴⁰
7	16,570	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 2 .	\$ <u>2.20</u> / LS SY	\$ <u>36,454.</u> ⁴⁰

INCLUDE WITH BID

8	17,132	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 3 .	\$ <u>2.20</u> / LS sqd	\$ <u>37,690.⁴¹</u>
			Total Base Bid		\$ <u>277,115.⁵⁰</u>

Two hundred seventy seven thousand one

Total Base Bid Amount (written in words) hundred fifteen Dollars
and fifty cents.

***Mobilization shall not exceed 5% of the total Bid Schedule.**

Acknowledgment of Addenda
Addendum No. Initial

1

DOB

Signature

Stephen G. Bernal - GM
Payment Processor

Printed Name / Title

Talley D.I., Inc

Company

822368

11/30/25

Contractor's License Number / Expiration Date

Selection of Bidder

Selection of bidder shall be based on the lowest responsible **BASE 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

BID SCHEDULE

SCHEDULE OF WORK ITEMS

City of McFarland

STREET REJUVENATION AND SLURRY SEAL – VARIOUS LOCATIONS

Item No.	Quantity	Unit	Item Description	Unit Price	Total Price
1	1	LS	Mobilization, permits license	\$ _____ / LS	\$ _____
2	1	LS	Maintenance of Traffic Control & Signing	\$ _____ / LS	\$ _____
3	57,262	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets specified in Area 1 including sanding and sand removal per contract plans and specifications.	\$ _____ / SY	\$ _____
4	16,132	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets a specified in Area 2 including sanding and sand removal per contract plans and specifications.	\$ _____ / SY	\$ _____
5	34,283	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets specified in Area 3 including sanding and sand removal per contract plans and specifications.	\$ _____ / LS	\$ _____
6	28,226	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 1 .	\$ _____ / LS	\$ _____
7	16,570	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 2 .	\$ _____ / LS	\$ _____

INCLUDE WITH BID

8	17,132	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 3 .	\$____/LS	\$____
			Total Base Bid		\$____

Total Base Bid Amount (written in words) _____ Dollars
and _____ cents.

***Mobilization shall not exceed 5% of the total Bid Schedule.**

See addendum



Signature

Stephen George Bidman, GM - Pavement Preservation
Printed Name / Title

Talley Oil Inc.
Company

822-368 exp. 11/30/25
Contractor's License Number / Expiration Date

Acknowledgment of Addenda
Addendum No. Initial

1 GB

Selection of Bidder

Selection of bidder shall be based on the lowest responsible **BASE 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

Bidder's List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location		Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	
Name:	City, State:				DIR Reg Number	
Yadavmunt Cochrane Co		1 Mob	7,500.-	75	303609 A	
Sacramento CA					1000003382	
		2 Tractor	22,000.-	88		
		Control				
		6 Slurry	31,967.-	64.5		
		7 Slurry	23,529.-	64.5		
		8 Slurry	24,327.-	64.5		

INCLUDE WITH BID

PUBLIC CONTRACT CODE CERTIFICATION

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.



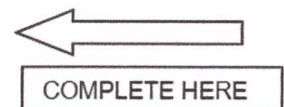
Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X



If the answer is yes, explain the circumstances in the following space.

INCLUDE WITH BID

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE WITH BID

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF MCFARLAND
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE WITH BID

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

INCLUDE WITH BID

Accompanying this BID is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Talley D.I., Inc

Kenneth Talley - Pres./CEO
Martin Talley - officer

Licensed in conformance with an act providing for the registration of Contractors,

License No. 822368 Classification(s) A

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s

1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

8/8/24

Sign



Here

STEPHEN G. BOBBIAN

GM Pavement Preservation

SIGNATURE AND TITLE OF BIDDER

Business Address 12483 Road 29

Place of Business Madera, CA 93630

Place of Residence Madera, CA

INCLUDE WITH BID

**CITY OF MCFARLAND
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, Talley Oil Inc
_____ as Principal, and
Great Midwest Insurance Company

as Surety are bound unto the CITY OF MCFARLAND, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

Street Rejuvenation and Slurry Seal

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at McFarland CA on August 8th 2024
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: July 30th, 2024
Talley Oil Inc

Stephen C. Burman
Principal
Great Midwest Insurance Company

By Natalie Guillozet Natalie Guillozet
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

INCLUDE WITH BID

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Daniel Peck, Natalie Guillozet, Caitlin Elsasser, Nichole Fisher, Darren Johnson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

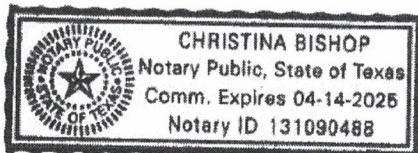
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of July, 2024.



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

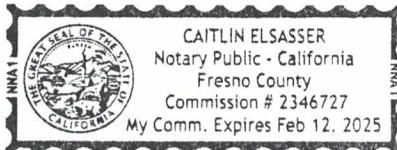
State of California)
County of Fresno)

On 7/30/24 before me, Caitlin Elsasser, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Natalie Guillozet
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Caitlin Elsasser
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Madera

On 8/6/2024 before me, S. Skov, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature S. Skov

(Seal)



LIMITED POWER OF ATTORNEY

Talley Oil, Inc., a California corporation ("**Principal**"), hereby makes, constitutes, and appoints Stephen George Bobian, as its true and lawful attorney-in-fact ("**Attorney-in-Fact**"), to act for Principal and in Principal's name, place, and stead, and for Principal's use and benefit, with respect to the below listed specific purposes.

PRINCIPAL GIVES AND GRANTS to its Attorney-in-Fact full power and authority to do and perform each and every act and thing which may be necessary or appropriate in connection with any of the below listed specific purposes, as fully, to all intent and purposes, as Principal might or could do, hereby ratifying and confirming all that Principal's Attorney-in-Fact shall lawfully do or cause to be done by virtue of this grant of authority:

- a. To negotiate, prepare, sign (including electronic digital signature), change, submit, enter into or cancel, any public works contracts on behalf of Principal.

Attorney-in-Fact shall not be liable for any action taken or not taken under this Power of Attorney, unless it is a result of willful misconduct or gross negligence.

The Attorney-in-Fact may not delegate any authority granted under this Power of Attorney.

This Power of Attorney shall be effective immediately upon its execution.

This Power of Attorney shall remain in effect unless revoked by the Principal.

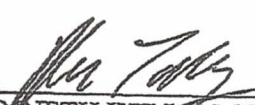
This Power of Attorney shall be governed and construed by the laws of the State of California.

The Principal considers the above acts and deeds by the nominated Attorney-in-Fact as completely valid and binding for the Company.

Dated: 9/3/21

TALLEY:

TALLEY OIL, INC.


By: KENNETH WILLIAM TALLEY
Its: Chief Executive Officer

[NOTARY ACKNOWLEDGMENT PAGE FOLLOWS]

ACKNOWLEDGMENT

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

State of California
County of Fresno

On September 3rd 2021 before me, Jor-el Isaac Suikowsky, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



Title of Document : Limited Power of Attorney



LOCATION MAP

NTS

CITY OF McFARLAND

DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR STREET REJUVENATION AND SLURRY SEAL VARIOUS LOCATIONS



SLURRY STREET AREAS

AREA 1	TO	FROM
Hail Ln.	Kala Loop	Kendrea St.
Kendrea St	San Jose St.	Elmo Hwy
3rd St	W.Perkins Ave.	Hail Ln.
Kala Loop	Davis Ave.	Hail Ln.
3rd St.	Frontage Rd.	Perkins Ave.
AREA 2	TO	FROM
8th St	California St.	W. Kern Ave
California Ave	2nd St.	1st Ave
4th Pl	W. Sherwood Ave.	California Ave.
Lockwood	Robertson Ave.	3rd St.
Lockwood	3rd St.	2nd St.
Harlow Ave.	4th St.	2nd St.
AREA 3	TO	FROM
Isabel Ct	Browning Ave.	Cul de Sac
Mt. Arbor	Perkins Ave.	E.Kern Ave.
E. Robertson Ave.	Marshall St.	Wiley St.
Marshall St.	Robertson Ave.	Sherwood Ave.

Area #1	28,226 SQ. YDS.
Area #2	16,570 SQ. YDS
Area #3	17,132 SQ. YDS

RECLAMITE STREET AREAS

AREA 1	To	From
Merlot	Moscato St.	Zinfandel St.
Curant Ct	Merlot St.	Culdesac
Concord Ct.	Merlot St.	Culdesac
Moscato	Taylor Ave.	Merlot St.
Zinfandel	Taylor Ave.	Merlot
Moscato	Taylor Ave.	Culdesac
Thompson St.	Moscato St.	Mast Ave
Tokay St.	Moscato St.	Mast Ave
Flame St	Moscato St.	Mast
Burgandy Ct.	Flame St.	Culdesac
Sherry Ct.	Flame St.	Culdesac
Port Ct.	Flame St.	Culdesac
Mission St	Mast Ave	Price St.
Price St.	Mission St	Culdesac
Butte St.	Thompson St.	Carmel St.
Peerless St.	Butte St.	Price St.
Fletcher St.	Peerless St.	Taylor Ave
Garden Prince Ct.	Peerless St.	Culdesac
Thompson St.	Mast Ave	Butte St.
AREA 2	To	From
Perkins Ave	Browning Rd	Wiley St.
Browning Rd	Perkins Ave	Glenwood Ave
Maria Ct	Browing Rd	Culdesac
Christopher Ct.	Perkins Ave	Culdesac
AREA 3	To	From
Kern Ave	First St.	Fifth St.
1st St.	Sherwood Ave	Kern Ave
Garzoli Ave	Hanawalt Ave	Kyra Ave
Mast Ave	Sherwood Ave	Taylor Ave

Area 1	57,262 SQ. YDS
Area 2	16,132 SQ. YDS
Area 3	34,283 SQ. YDS

CITY OF McFARLAND
DEPARTMENT OF
PUBLIC WORKS
401 W. KERN AVE.
McFARLAND, CA 93250

STREET REJUVENATION AND SLURRY SEAL
PROJECT
VARIOUS LOCATIONS
SLURRY AND RECLAMITE STREET LIST

DATE:
DRAWN:
CK'D BY:
DATE CK'D:

REV:

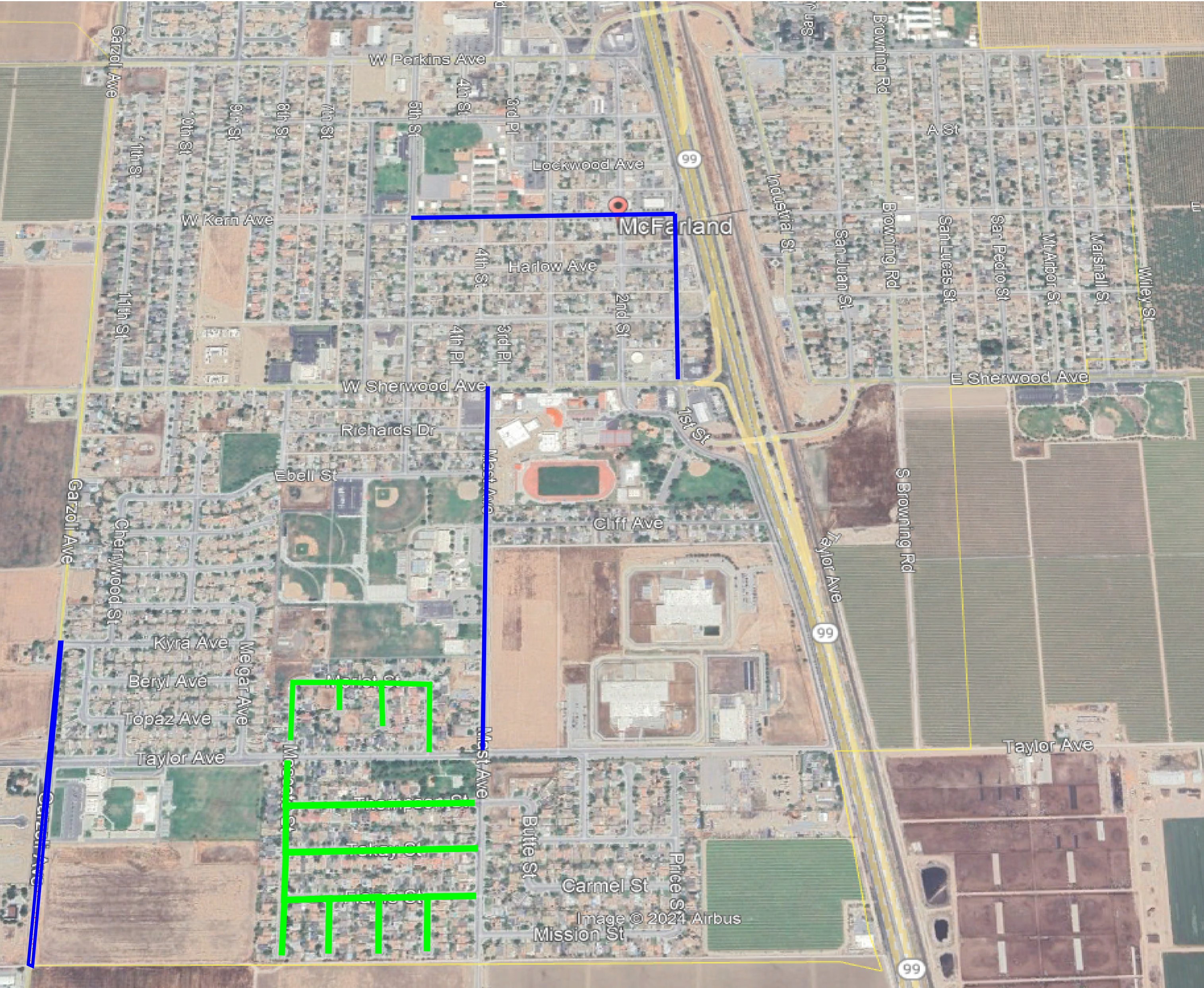
Job No.

2024 - 01

SHEET

RECLAMITE AREAS 1 & 3

- AREA 1
- AREA 3



CITY OF MCFARLAND
DEPARTMENT OF
PUBLIC WORKS
401 W. KERN AVE.
McFARLAND, CA 93250

STREET REJUVENATION AND SLURRY SEAL
PROJECT
VARIOUS LOCATIONS
RECLAMITE AREAS 1 & 3

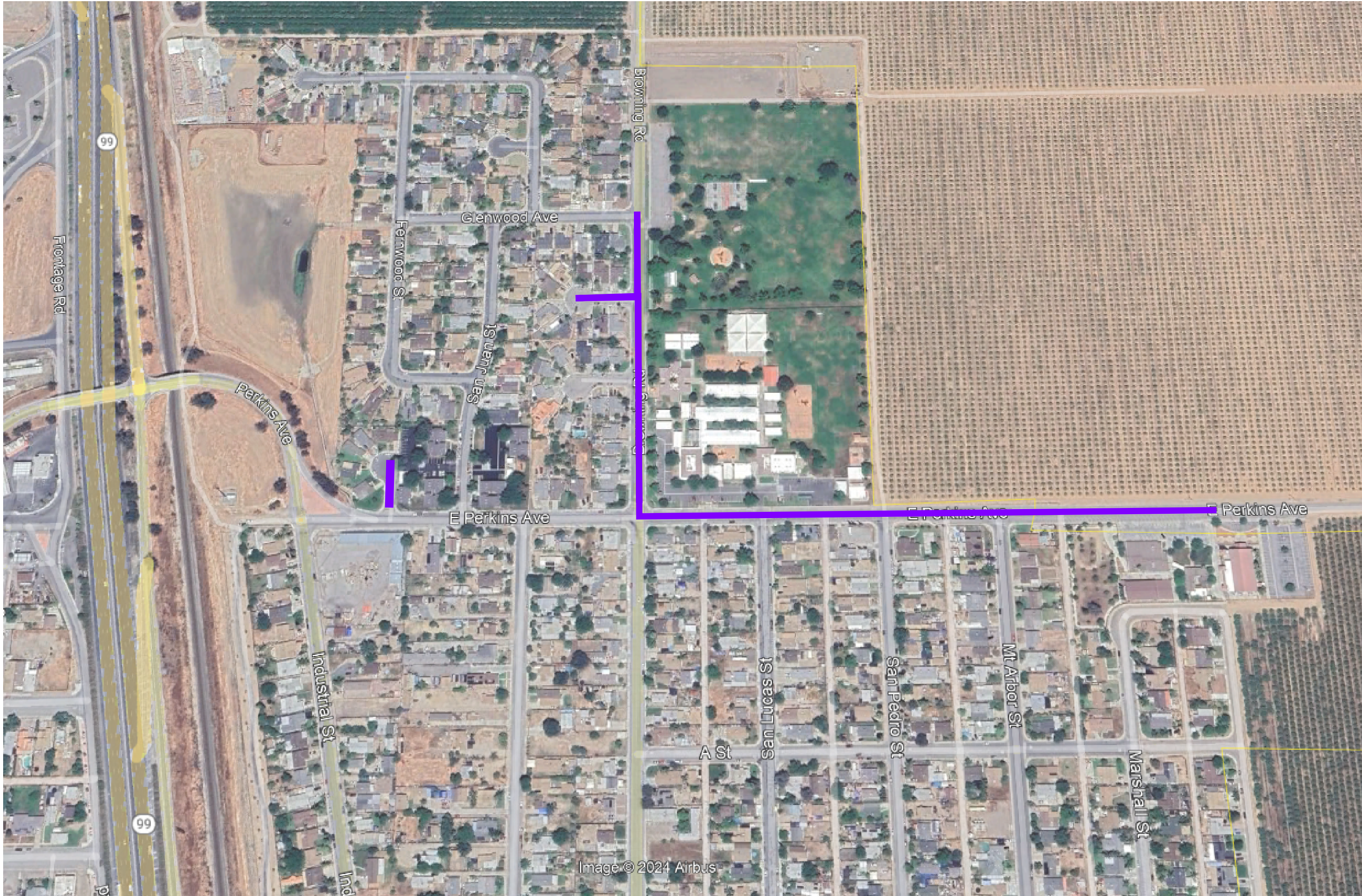
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CK'D BY:
DATE CK'D:
REV:

Job No.
2024-01

SHEET

Reclamite AREA 2

AREA 2



CITY OF MCFARLAND
DEPARTMENT OF
PUBLIC WORKS
401 W. KERN AVE.
McFARLAND, CA 93250

STREET REJUVENATION AND SLURRY SEAL
PROJECT
VARIOUS LOCATIONS
RECLAMITE AREA 2

DATE:
DRAWN:
CK'D BY:
DATE CK'D:
REV:

Job No.
2024-01

SHEET



SLURRY AREA 1

AREA 1

CITY OF MCFARLAND
DEPARTMENT OF
PUBLIC WORKS
401 W. KERN AVE.
MCFARLAND, CA 93250

STREET REJUVENATION AND SLURRY SEAL
PROJECT
VARIOUS LOCATIONS
SLURRY AREA 1

DATE:
DRAWN:
CK'D BY:
DATE CK'D:
REV:

Job No.
2024-01

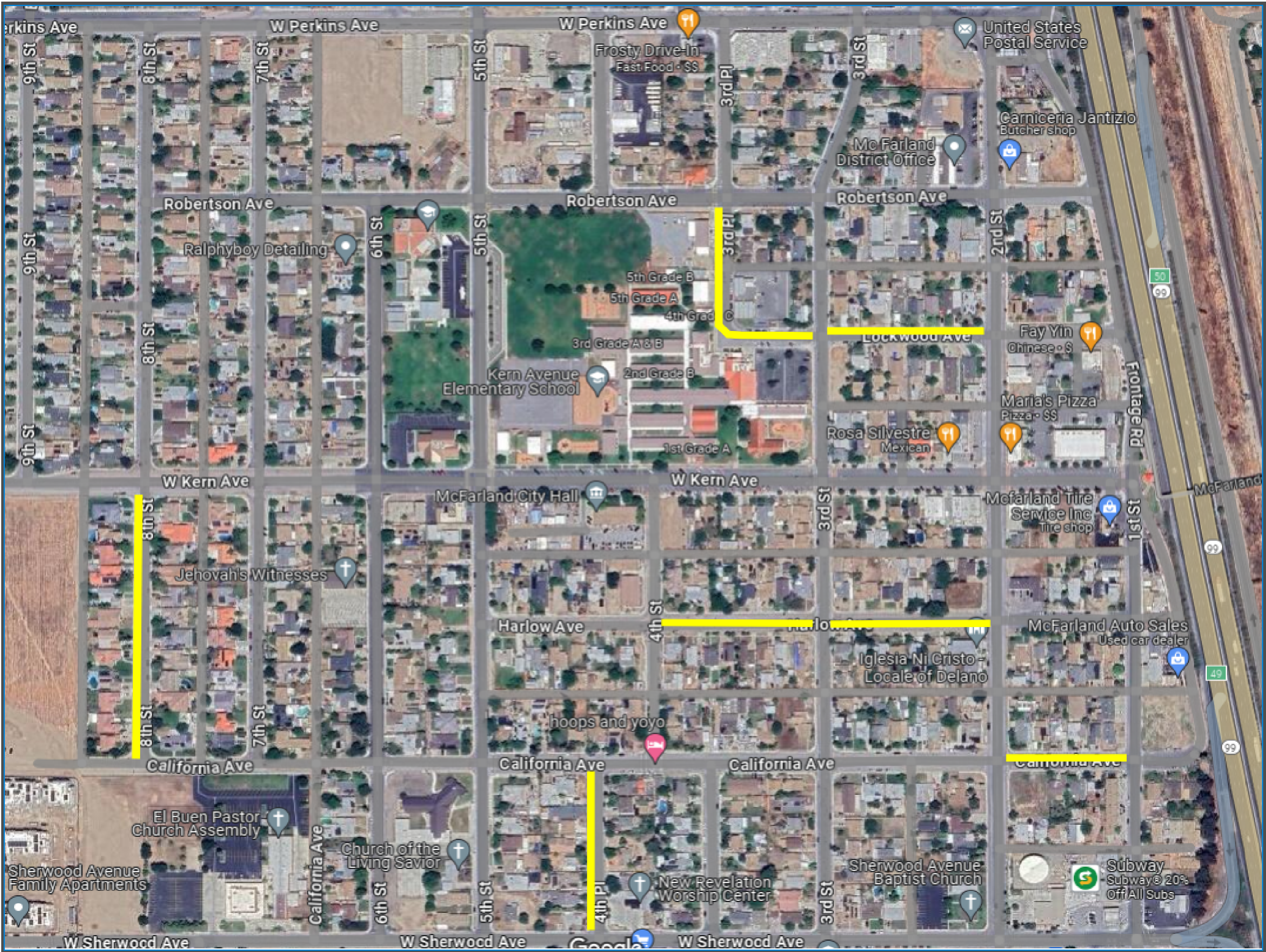
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SLURRY AREA 2

AREA 2



CITY OF MCFARLAND
DEPARTMENT OF
PUBLIC WORKS
401 W. KERN AVE.
MCFARLAND, CA 93250

STREET REJUVENATION AND SLURRY SEAL
PROJECT
VARIOUS LOCATIONS
SLURRY AREA 2

DATE:
DRAWN:
CK'D BY:
DATE CK'D:
REV:

Job No.
2024-01

SHEET



SLURRY AREA 3

AREA 3



CITY OF MCFARLAND
DEPARTMENT OF
PUBLIC WORKS
401 W. KERN AVE.
MCFARLAND, CA 93250

STREET REJUVENATION AND SLURRY SEAL
PROJECT
VARIOUS LOCATIONS
SLURRY AREA 3

DATE:
DRAWN:
CK'D BY:
DATE CK'D:
REV:

Job No.
2024-01

SHEET

CONTRACT DOCUMENTS

(TO BE EXECUTED BY SUCCESSFUL BIDDER)

SAMPLE AGREEMENT

AGREEMENT NO. 2024-02

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

TALLEY OIL, INC.

AGREEMENT NO. 2024-02

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
TALLEY OIL, INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this **22** day of **August, 2024** by and between the CITY OF MCFARLAND, a municipal corporation (“**City**”) and TALLEY OIL, a California Corporation (“**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 **Street Rejuvenation and Slurry Seal at Various Locations** (“**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.

LOCAL FUNDED PROJECT

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. In 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 SEVENTY SEVEN THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND FIFTY CENTS (\$277,115.50)** ("**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.

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision.

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 five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Thirty (30) 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 **TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$250.00)** 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 Public Works Director 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 \$2,000,000 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**").

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 or 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:

TALLEY OIL, 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

BID SCHEDULE

ADDENDUM NO. 01

SCHEDULE OF WORK ITEMS City of McFarland

STREET REJUVENATION AND SLURRY SEAL – VARIOUS LOCATIONS

Item No.	Quantity	Unit	Item Description	Unit Price	Total Price
1	1	LS	Mobilization, permits license	\$ <u>10,000.</u> / LS	\$ <u>10,000.</u>
2	1	LS	Maintenance of Traffic Control & Signing	\$ <u>25,000</u> / LS	\$ <u>25,000.</u>
3	57,262	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets specified in Area 1 including sanding and sand removal per contract plans and specifications.	\$ <u>1.10</u> / SY	\$ <u>62,988.</u> ²⁰
4	16,132	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets a specified in Area 2 including sanding and sand removal per contract plans and specifications.	\$ <u>1.10</u> / SY	\$ <u>17,745.</u> ²⁰
5	34,283	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt rejuvenating agent "Reclamite" to asphalt surface on various streets specified in Area 3 including sanding and sand removal per contract plans and specifications.	\$ <u>1.10</u> / LS SY	\$ <u>37,711.</u> ³⁰
6	22,512	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 1 .	\$ <u>2.20</u> / LS SY	\$ <u>49,526.</u> ⁴⁰
7	16,570	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 2 .	\$ <u>2.20</u> / LS SY	\$ <u>36,454.</u> ⁴⁰

INCLUDE WITH BID

8	17,132	SY	Furnish all labor, materials, and equipment necessary for the application of an asphalt Slurry Seal to asphalt surface on various streets specified in Area 3 .	\$ <u>2.20</u> / LS sqd	\$ <u>37,690.⁴⁰</u>
			Total Base Bid		\$ <u>277,115.⁵⁰</u>

Two hundred seventy seven thousand one

Total Base Bid Amount (written in words) hundred fifteen Dollars
and fifty cents.

***Mobilization shall not exceed 5% of the total Bid Schedule.**

Acknowledgment of Addenda
Addendum No. Initial

1

DOB

Signature

Stephen G. Bernal - GM
Payment Processor

Printed Name / Title

Talley D.I., Inc

Company

822368

11/30/25

Contractor's License Number / Expiration Date

Selection of Bidder

Selection of bidder shall be based on the lowest responsible **BASE 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

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GENERAL PROVISIONS

SECTION 1 DEFINITIONS, TERMS, AND ABBREVIATIONS

1-1 DEFINITIONS

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

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

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

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

CITY - The City of McFarland. The term "City" means the City or its authorized representative.

CITY'S REPRESENTATIVE - The person or firm authorized in writing by the City to represent it during the performance of the work by the Contractor. The City's Representative means the City Engineer or his/her designee.

CONTRACT - The written agreement executed between the City and the Contractor covering the performance of the work.

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

CONTRACT DOCUMENTS - The contract documents set forth in the Agreement; also any and all supplemental agreements amending or extending the work contemplated. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

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

ENGINEER/ARCHITECT - The term "Engineer/Architect" or "Engineer" means the City Engineer for the City of McFarland or his authorized representative.

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

SPECIAL PROVISIONS - Additions, deletions, and changes to the General Provisions and Standard Specifications.

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

STANDARD SPECIFICATIONS - The contract documents identified or referenced as such.

City of McFarland

STREET REJUVENATION AND SLURRY SEAL - Various Locations

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

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

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

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

1-2 TERMS

Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, prescription, or direction of the City's Representative is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the City's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install. Whenever the context so requires, the singular shall include the plural, and the masculine and neuter genders shall each include the other.

1-3 ABBREVIATIONS

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
AC	American Concrete Institute
AGA	American Gas Association
A	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society

AWWA	American Water Works Association
COD	City of McFarland
CRSI	Concrete Reinforcing Steel Institute
IEEE	Institute of Electrical and Electronics Engineers
BFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
State Specifications	California Standard Specifications, State of California, Department of Transportation, Division of Highways
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of American Standards Institute (Now ANSI)

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 CONTRACT DOCUMENTS

The contract documents are set forth in the agreement form and the definition of "Contract Documents" in the section on DEFINITIONS, TERMS, AND ABBREVIATIONS.

2-2 LICENSE

No bid will be accepted from a bidder who is not licensed to conduct business in the state of California and licensed to perform the class of work defined by the Contract Documents.

2-3 PROPOSALS

Bids shall be made upon the bid form furnished by the City and a part of the Contract Documents. All bids shall be properly executed and with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

Bids shall be accompanied by a "Proposal Guarantee" in the form of a cashier's or a certified check, or bidder's bond or substitute security, in an amount not less than 10 percent of the amount of bid, made payable to or for the benefit of the City. Said check or bond or substitute shall be given as a guarantee that the bidder will enter into a contract and furnish the required bonds or substitutes and insurance certificates and endorsements if awarded the contract, and in case of refusal or failure to enter into said contract and furnish the required bonds or substitutes and insurance certificates and endorsements within 15 calendar days after notice of award by the City in writing, the check and the money represented by said check shall be forfeited to the City, or in the event that a bond or other security is deposited, said security shall be forfeited. Forfeiture does not preclude the City from seeking all other remedies provided by law to recover losses sustained as a

result of the Contractor's failure to enter into the contract or to furnish the required bonds or substitutes, or insurance certificates and endorsements.

Bids shall be sealed in an envelope marked and addressed as set forth in the Special Provisions. Bids shall be delivered to the addressee at the location designated in the Notice Inviting Sealed Proposals on or before the day and hour set for the opening of bids in the Notice Inviting Sealed Proposals, and shall bear the name of the bidder. A bid will not be accepted after the date and time designated in the Notice Inviting Sealed Proposals. It is the sole responsibility of the bidder to see that his bid is delivered and received in proper time. Any bid received after said designated date and time shall be returned to the bidder unopened.

2-4 WITHDRAWAL OF BID

A bidder may withdraw his bid by a signed written request any time prior to the date and time for receiving bids designated in the Notice Inviting Sealed Proposals.

The withdrawal of a bid does not prejudice the right of a bidder to file a new bid so long as the new bid is delivered as set forth in the article on PROPOSALS prior to the closing time specified for all bids.

2-5 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, partnership, or corporation shall be allowed to make or file, or be interested in more than one bid for the work, unless alternative bids are called for. A person, partnership, or corporation submitting a sub proposal to a bidder, or who has quoted prices on material to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders.

2-6 INTERPRETATION OF PLANS AND OTHER CONTRACT DOCUMENTS

If any person or entity contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omissions from the plans and specifications or other contract documents, he may submit to the Engineer/Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. An interpretation or correction of the Contract Documents will be made only by Addendum duly issued by the Engineer/Architect. A copy of such Addendum will be mailed or delivered to each person or entity that has received a set of such documents. The City and the Engineer/Architect will not be responsible for any other explanation or interpretation of the documents.

2-7 ADDENDA

Addenda issued before the time in which to submit bids expires shall be included in the bid and shall be made a part of the contract.

2-8 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

The bidder represents that he has carefully examined the Contract Documents and the site where the work is to be performed and that he has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the work. The bidder further represents that he has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite, that he has performed such additional surveys and investigations as he deems necessary to complete

the work at his bid price, and that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Engineer/Architect to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the City, the Engineer/Architect, and their consultants shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

Where the City or the Engineer/Architect or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, bidders or Contractors may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer/Architect.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the City, the Engineer/Architect, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the City's consultants, the Engineer/Architect or his consultants in the use thereof by the Engineer/Architect, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions, densities, or other characteristics different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the City, the Engineer/Architect, or their consultants is included with the plans or other documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City or the Engineer/Architect or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article.

The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of the first paragraph in this article and a bidder or Contractor is cautioned to make such independent investigations and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Engineer/Architect, or their consultants will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract nor entitle the Contractor to any additional compensation.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT OR REJECTION OF BIDS

The award of the contract, if it be awarded, will be to the lowest responsible responsive bidder complying with the instructions contained in the Contract Documents. The City, however, reserves the right to select the schedules under which the bids are to be compared, to reject any and all bids, and to waive any irregularity in bids received. Award of contract will be based upon all work contemplated in the Base bid. After awarded by the City selection of alternate bids maybe added. If, in the judgment of the City, a bid is unbalanced or if the bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

The City shall have the period of time set forth in the Special Provisions after the opening of bids within which to accept or reject the bids. No bidder may withdraw his bid during said period. The City will return the proposal guarantees, except any guarantees which have been forfeited, and except bidders' bonds, to the respective bidders whose proposals they accompanied within ten days after the execution of the contract by the successful bidder or rejection of all bids or upon receipt of a written request therefore received after said period of time set forth in the Special Provisions.

Before award of the contract, any bidder shall furnish upon request a recent statement of his financial condition and previous construction experience or such other evidence of his qualifications as may be requested by the City. If a bidder fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.

3-2 EXECUTION OF CONTRACT

The form of agreement, bonds, and other documents which the successful bidder, as Contractor, will be required to execute are included as a part of the Contract Documents.

The contract shall be signed by the successful bidder and returned to the City, together with the bonds and certificates of insurance and endorsements, within 15 calendar days or such additional time as may be allowed by the City from the date of the mailing of notice from the City to the bidder or from the date of personal delivery of notice from the City to the bidder that the agreement is ready for signature. The agreement, bonds, certificates of insurance and endorsements, and other documents to be executed by the Contractor shall be executed in original-quadruplicate, one each of which shall be filed with the City and one each with the Attorney for the City and the Engineer/Architect for the City.

3-3 BONDS

The successful bidder, simultaneously with the execution of the Agreement, shall furnish a payment bond and a performance bond each in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedure. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the Contract Documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

3-4 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish the City proof of full compliance with all insurance requirements as specified in the section on CONTRACTOR'S INSURANCE. The forms

of certificate of insurance and endorsement which the successful bidder, as Contractor, will be required to furnish are included as a part of the Contract Documents.

3-5 FAILURE TO EXECUTE CONTRACT

Failure by a bidder to whom the contract is awarded to execute the contract or to furnish the required bonds or insurance certificates and endorsements shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

A bidder who is awarded the contract and fails to execute the contract or furnish the required bonds or insurance certificates and endorsements shall be liable to the City for all damages resulting therefrom including reasonable attorneys' fees. The proposal guarantee forfeited shall not be a limitation thereon.

SECTION 4 SCOPE OF WORK

4-1 WORK TO BE DONE

The work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-2 CHANGES IN THE WORK

The City may require changes in, additions to, or deductions from the work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in the section on ESTIMATES AND PAYMENTS.

The City's Representative may order minor changes in the work not involving an increase or decrease in the contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the work is being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the contract amount or time for completion, he shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the City's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate.

No payment for changes in the work will be made, and no changes in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by the City in advance of the Contractor's proceeding with the changed work.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the work. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the work from the records of the owners of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, he shall immediately notify in writing the City's Representative and the owner of the utility facility.

The City shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunk line utility facilities which are not indicated in the plans and specifications with reasonable accuracy.

In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the work, the work on such utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunk line utility facility not indicated in the plans and specifications with reasonable accuracy, the City will compensate the Contractor for the costs of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities, and for the costs for equipment on the site necessarily idled during such work. These costs, the work to be done by the Contractor in locating, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provisions of the article on CHANGES IN THE WORK and the article on PAYMENT FOR CHANGES IN THE WORK. The City may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with the article on CHANGES IN THE WORK.

When it is necessary to remove, relocate, protect, or temporarily maintain a utility (other than [1] existing main or trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work) the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces, or permitting the work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE CITY

The City will furnish to the Contractor free of charge all copies of plans and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of plans and specifications in good order available to the City's Representative at the site of the work.

4-6 FINAL CLEANUP

Upon completion and before making application for acceptance of the work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work and grounds occupied by him shall be left in a neat and presentable condition.

SECTION 5 QUALITY OF THE WORK

5-1 AUTHORITY OF THE CITY'S REPRESENTATIVE

The City's Representative shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to disapprove or reject materials and equipment furnished and work performed which, in his opinion, is not in accordance with the Contract Documents.

5-2 SUPPLEMENTAL DRAWINGS

The plans may be supplemented by such drawings as are necessary to better define the work. All such drawings delivered to the Contractor by the City's Representative shall be deemed written instructions to the Contractor. If the Contractor believes that any supplemental drawings call for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall within seven days of the receipt of the supplemental drawings notify the City's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate.

No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by the City in advance of the Contractor's proceeding with the changed work.

5-3 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the City's Representative shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on plans, those furnished by the City's Representative shall govern.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the Contract Documents.

5-5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and other contract documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In the event of an apparent difference between plans and specifications, reference shall be made to the City's Representative whose decision thereon shall be final.

Special Provisions shall govern over General Provisions and Standard Specifications.

5-6 INTERPRETATION OF PLANS AND SPECIFICATIONS

Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials and workmanship. Drawings and specifications are intended to be fully complementary and to agree. The specification calling for the higher quality material or workmanship shall prevail. Materials or work described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the plans or specifications, reference shall be made to the City's Representative whose decision thereon shall be final.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the City's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified method and fails to promptly notify the City's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against City, or in any subsequent arbitration or settlement conference between the City and the Contractor. The City's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the specifications and the plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the plans or in any survey,

he shall promptly notify the City's Representative of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the City's Representative in writing of such conflict. The City's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all cost arising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in the article on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall be responsible to see that the completed work complies with the Contract Documents.

The Contractor shall designate and keep on the work at all times during its progress a competent superintendent who shall not be replaced without written notice to the City's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required.

Whenever the superintendent is not present on any particular part of the work where the City's Representative may desire to inform the Contractor relative to interpretation of the plans and specifications or to disapproval or rejection of materials or work performed, the City's Representative may so inform the foreman or other worker in charge of the particular part of the work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

5-9 SHOP DRAWINGS

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

The Contractor shall review, mark with his approval, and submit for review by the City's Representative Shop Drawings as called for in the Special Provisions and Standard Specifications or requested by the City's Representative. Drawings shall be submitted in sextuplet to the City's Representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. If the Shop Drawings incorporate any documents prepared by the Engineer/Architect, such Shop Drawings shall not reproduce the registration stamp or company logo of the Engineer/Architect. Shop Drawings shall be submitted with promptness and in orderly sequence so as to cause no delay in prosecution of the work.

Shop Drawings shall be complete in all respects. If the Shop Drawings show any deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

By submitting Shop Drawings, the Contractor represents that material, equipment, and other work shown thereon conforms to the plans and specifications, except for any deviations set forth in the letter of transmittal.

Within 30 calendar days after receipt of said drawings, the City's Representative will return two of the copies of the drawings to the Contractor with any comments noted thereon. If so noted by the City's Representative, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor in the letter of transmittal accompanying resubmitted Shop Drawings shall direct specific attention to revisions other than the corrections requested by the City's Representative on previous submittals.

The review by the City's Representative is only of general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the contract; the proper fitting and construction of the work; the accuracy and completeness of the Shop Drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

No portion of the work requiring a Shop Drawing submittal shall be commenced until the submittal has been reviewed by the City's Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

If the Contractor believes that any Shop Drawing or communication relative thereto calls for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall promptly notify the City's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate. No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by the City in advance of the Contractor's proceeding with the changed work.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the plans and specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the City's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion

of the City's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 3400 of the Public Contract Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 days after award of the contract. This 35-day period of time is included in the number of days allowed for the completion of the work.

All materials, equipment, and supplies provided shall, without additional charge to City, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES, AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

Tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the plans and specifications. The Contractor shall furnish without charge such samples for testing as may be required by the City's Representative.

5-12 OBSERVATION OF WORK BY CITY'S REPRESENTATIVE

The City's Representative shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the Contractor varies the normal period during which work or any portion of it is carried on each day, he shall give timely notice to the City's Representative so that the City's Representative may, if he wishes, be present to observe the work in progress. If the Contractor fails to give such timely notice, any work done in the absence of the City's Representative will be subject to rejection.

The Contractor shall give timely notice to the City's Representative in advance of backfilling or otherwise covering any part of the work so that the City's Representative may, if he wishes, observe such part of the work before it is concealed.

The observation, if any, by the City's Representative of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and materials and equipment furnished and work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and work have been previously observed by the City's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the site.

Any work done beyond the lines and grades shown on the plans or established by the City's Representative or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the City's Representative made under the provisions of this article, the City's Representative shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

5-14 ONE-YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee the work for a period of one year after the date of acceptance of the work by the City, except for any portion of the work that is utilized or placed into service by the City in accordance with the provisions of the article on USE OF COMPLETED PORTIONS. The guarantee period for portions of the work so utilized or placed into service shall be one year commencing on the date of the written notification to the Contractor described in the article on USE OF COMPLETED PORTIONS. The Contractor shall repair or remove and replace any and all work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year periods, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the City will not relieve the Contractor of the guarantees required by this article or elsewhere in the Contract Documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this article or elsewhere in the Contract Documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in any way

limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions.

SECTION 6 PROSECUTION AND PROGRESS

6-1 SUBCONTRACTING

If the Contractor shall subcontract any part of this contract, the Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City. The Contractor shall cause every subcontractor to be bound by the terms of the Contract Documents.

The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors.

6-2 ASSIGNMENT

The performance of the contract may not be assigned, except upon the written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the contract, nor will the City consent to any assignment of a part of the work under the contract.

Upon obtaining a prior written consent of the City, the Contractor may assign moneys due or to become due him under the contract, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of the City and to all deductions provided for in the contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the work in the event that the Contractor should be in default therein.

No assignment of this contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the City may withhold funds due until all work required by the Contract Documents is completed to the City's satisfaction.

6-3 CONTRACTOR'S CONSTRUCTION SCHEDULE AND COST BREAKDOWN

Within ten days after execution of the contract, the Contractor shall deliver to the City's Representative a construction progress schedule and cost breakdown in bar chart form showing the proposed dates of commencement and completion and cost of each of the various parts of the work and the anticipated amount of each monthly payment that will become due the Contractor in accordance therewith.

6-4 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the work called for under the contract within the time set forth in the Special Provisions. Time is of the essence in this contract.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this contract entitling the City to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in this article and the article on EXTENSION OF TIME.

Failure of the City to insist upon the performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The City's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this contract entitling the City to terminate.

In accordance with Government Code 53069.85, Contractor agrees to forfeit and pay City the amount per day set forth in the Special Provisions for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, provided the Contractor requests an extension of time in accordance with the procedures set forth in this article and the article on EXTENSION OF TIME. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the City, or acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the City or the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond Contractor's control) shall not entitle the Contractor to any additional compensation except as noted below. The sole remedy of the Contractor shall be to seek an extension of time.

The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The Agency will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

6-5 EXTENSION OF TIME

The time specified for completion of all of the work or any part of the work may be extended only by a written change order executed by the City or other written form executed by the City.

Requests for an extension of time must be delivered to the City's Representative within ten consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the

occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time failing to include the information specified in this article and requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the City's Representative describing such weather and the work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

The City's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the City's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this article and the article on TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY, the Governing Body of the City will ascertain the facts and extent of the delay and extend the time for completing the work if, in its judgment, the findings of fact justify such an extension, and its findings of facts thereon shall be final and conclusive. An extension of time may be granted by the Governing Body of the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract.

6-6 USE OF COMPLETED PORTIONS

When the work or any portion of it is sufficiently complete to be utilized or placed into service, the City shall have the right upon written notification to the Contractor to utilize such portions of the work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the City, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the work in its entirety, for making good defective work and materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth in the General Provisions and other contract documents nor shall such action by the City be deemed completion and acceptance, and such action shall not relieve the Contractor, his sureties, or insurers of the provisions of the section on CONTRACTOR'S INSURANCE, the article on INDEMNITY, and the article on GUARANTEES.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITIES

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law,

ordinance, regulation, order, or decree, he shall forthwith report the same to the City's Representative in writing and cease operations on that part of the work until the City's Representative has given him appropriate instructions as provided for in the article on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, subcontractors, and suppliers to observe and comply with all laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from the violation of any such law, ordinance, regulation, order, or decree by the Contractor, his employees, agents, subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such rights.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the work, excepting only those as

may be caused solely and exclusively by the fault or negligence of the City, the Engineer/Architect, the City's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the work as well as during the progress of the work.

In the event any hazardous materials, including but not limited to asbestos, are utilized in construction or hazardous materials are otherwise encountered during construction, the Contractor shall take all appropriate precautions to protect persons and property and shall comply with all applicable regulations for the installation and handling of such hazardous materials. The Contractor is solely responsible for protection of persons and property that could be affected by construction and the Contractor's handling of such materials.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the acceptance of the work, the Contractor shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the no execution of the work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of 5 percent of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor

entered upon the work or as good as required by the plans and specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the plans shall not relieve the Contractor of his responsibility under this article.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the work. Whenever any notice is required to be given by the City or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

7-8 REGIONAL NOTIFICATION CENTER CONTACT

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code Section 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Government Code Section 4216).

7-9 EXCAVATION

A. Excavation Plans for Worker Protection Required by Labor Code Section 6705

If the total amount of the contract is in excess of \$25,000, the Contractor shall submit to the City for acceptance, in advance of 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 any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The City or the Engineer/Architect or their consultants may have made investigations of subsurface conditions in areas where the work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the City for acceptance in advance of excavation will not be accepted by the City if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the City or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this article shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

B. Excavations Below Four (4) Feet

If any work required by this contract includes digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
2. Subsurface or latent physical conditions at the site differing from those indicated;
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Nothing in this section is intended to relieve the Contractor of his responsibility to carefully examine the Contract Documents and the site where the work is to be performed in accordance with Section 2-8 of the General Conditions; to familiarize himself with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may affect the performance of any work; to study all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite; to perform such additional surveys and investigations as the Contractor deems necessary to complete the work at his bid price; and to correlate the results of all such data with the requirements of the Contract Documents.

If the City determines that hazardous waste exists and that conditions exist which Contractor could not discover through the investigations required by the preceding paragraph, the City shall notify the Contractor and the Contractor may request a change order in accordance with the Contract Documents. Nothing in this section shall relieve the Contractor of the obligation to pay all fees and costs associated with removal and cleanup of any hazardous waste used at, or brought to, the jobsite by the Contractor. Nor shall this section relieve the Contractor of responsibility for site conditions discoverable by any investigation required by the preceding paragraph.

In the event that a dispute arises between the City and the Contractor involving hazardous waste and whether site conditions differ materially from those the Contractor could or should have discovered by the investigations required by this contract, the Contractor shall not be excused from the scheduled completion date provided in the Contract Documents and shall proceed with all work in the manner and in the time required by the Contract Documents.

7-10 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of workers and all others.

The right of the Engineer/Architect or the City's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site.

7-11 PERSONAL LIABILITY

No director, officer, employee, or agent of the City, the Engineer/Architect, the City's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the contract.

7-12 INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work, both on and off the jobsite, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not caused in part by

any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the City), of a party indemnified hereunder.

In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first and fourth paragraphs in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for the Contractor, or any subcontractor, or any supplier, or other persons under workers' compensation acts, disability benefit acts, or other employee acts.

The obligations of the Contractor under the first and fourth paragraphs in this article on INDEMNITY shall not extend to the liability of the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

The Contractor shall also indemnify and hold harmless the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all cost, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

7-13 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the City \$25 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

7-14 PREVAILING WAGE

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the City up to \$50 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of the forfeiture will be determined by the Labor Commissioner based on the considerations specified in Labor Code Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Pursuant to Labor Code Section 1775, to the extent there is insufficient money due a Contractor to cover all penalties forfeited and amounts due, the Division of Labor Standards Enforcement shall be notified of the violation and the Division of Labor Standards Enforcement

City of McFarland

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may maintain an action in any court of competent jurisdiction to recover the penalties and amounts due pursuant to Labor Code Section 1775.

Section 1776 of the Labor Code requires each contractor and its subcontractors to keep accurate payroll records and make such available for inspection by persons and entities identified in that section, in the manner stated therein. Section 1776(g), places the responsibility for compliance with Section 1776 on the prime contractor.

Pursuant to Labor Code Section 1777.1, whenever any contractor or subcontractor performing a public works project is found by the Labor Commissioner to be in violation of Labor Code Section 1770, et seq. with the intent to defraud, except Section 1775, the contractor or subcontractor or any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period of not less than one year or more than three years. The period of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

Whenever any contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commission to be in willful violation of this chapter, except Section 1777.5, the contractor or subcontractor or any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period up to three years for each second and subsequent violation occurring within three of a separate and previous willful violation of this chapter. These periods of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.

7-15 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-16 APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

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

Willful violations of Section 1777.5 will result in the Contractor, and the business entity under which the Contractor is doing business, being denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations commencing from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California

Apprenticeship Council. In addition, if the Contractor violates Section 1777.5, he will forfeit as a civil penalty the sum of Fifty Dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7.)

In lieu of the penalty provided for above, the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

7-17 WARRANTY OF TITLE

No materials, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

7-18 PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the site of the work, or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment for materials delivered to the site of the work or stored subject to or under the control of the City.

Soil, stone, gravel, and other materials found at the site of the work and which conform to the plans and specifications for incorporation into the work may be used in the work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

7-19 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the City in the construction of the project, to the end that the Contractor may perform this contract in the light of such other contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the City's Representative shall decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related work, the decision of the City's Representative shall be binding upon all contractors concerned and the City, the Engineer/Architect, the City's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the City's Representative respecting the order of precedence in the performance of the contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City, the Engineer/Architect, the City's Representative, or their consultants or any of their directors, officers, employees, or agents on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall hold harmless, indemnify, and defend the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-20 TERMINATION FOR BREACH

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he files a petition to take advantage of any debtor's act, or if he or any of his subcontractors should violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or if he should persistently disregard laws, ordinances, or instructions given by the City or City's Representative, the City may, without prejudice to any other right or remedy, serve written notice upon the Contractor and his surety of his intention to terminate the contract, said notice to contain the reasons for such intention to terminate the contract, and unless within ten days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the contract shall upon the expiration of said ten days cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within 15 days after the serving upon it of a notice of termination does not give the City written notice of its intention to take over and perform the contract or does not commence performance thereof within 30 days from the date of serving said notice, the City may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damage occasioned the City thereby, and in such event the City may, without liability for so doing, take possession of and

utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the City elects to complete by furnishing its own employees, materials, tools, and equipment, the City shall be compensated for such in accordance with the schedule of compensation for force account work in the article on PAYMENT FOR CHANGES IN THE WORK.

If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to City arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to City promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by City. Any portion of such difference not paid by Contractor or surety within 30 days following the mailing of a demand for such costs by City shall earn interest at the rate of 10 percent per annum or the maximum rate authorized by California law, whichever is lower.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

In the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate said contract.

7-21 NOTICE AND SERVICE THEREOF

Any notice required or given under the contract shall be in writing, be dated, and signed by the party giving such notice or his duly authorized representative, and be served as follows:

If to the City, by personal delivery or by deposit in the United States mail.

If to the Contractor, by personal delivery to the Contractor or to his authorized representative at the site of the project or by deposit in the United States mail.

If to the surety or any other person, by personal delivery to said surety or other person or by deposit in the United States mail.

All mailed notices shall be in sealed envelopes, shall be sent by certified mail with postage prepaid, and shall be addressed to the addresses in the Contract Documents or such substitute addresses which a party designates in writing and serves as set forth herein.

7-22 PARTIAL INVALIDITY

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

7-23 ATTORNEYS' FEES

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provision of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

7-24 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the City's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the plans and specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the plans and specifications.

7-25 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the City, Engineer/Architect City's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7-26 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-27 ASSIGNMENT OF ANTI-TRUST ACTIONS

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the

bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

7-28 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the City, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the City, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the Contractor and/or subcontractor and the name, address, and telephone number of all employees does not appear on the modified record.

The Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten days of the date a written request for payroll records has been received.

Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of \$25 per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the City shall withhold penalties under this article or Labor Code Section 1776 from the Contractor's payments then due.

7-29 RESOLUTION OF CLAIMS

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal to or less than \$375,000 shall be resolved in accordance with Public Contract Code Sections 20104 et seq., which are incorporated herein by reference. Where the total claim of the Contractor and City exceeds a total of \$375,000, this section shall not apply.

SECTION 8 CONTRACTOR'S INSURANCE

8-1 GENERAL

The Contractor shall not commence or continue to perform any work unless he, at his own expense, has in full force and effect all required insurance. The Contractor shall not permit any subcontractor to perform work on this project unless all of the required insurance has been complied with by such subcontractor.

The types of insurance the Contractor shall obtain and maintain are Workers' Compensation and Employers' Liability Insurance, General and Automobile Liability Insurance, Builders' Risk "All Risk" or Installation Floater Insurance, and, if so determined by the City at the time of award of the contract, Earthquake and Tidal Wave Insurance, all as set forth herein.

Workers' Compensation and Employers' Liability Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

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

As evidence of specified insurance coverage, the Contractor shall provide certificates of insurance and endorsements on the forms provided as a part of the Contract Documents. No alteration or substitution of said forms will be allowed.

8-2 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance certifying that he has obtained full Workers' Compensation Insurance coverage for no less than the statutory limits and Employers' Liability Insurance coverage in limits not less than the amounts set forth in the Special Provisions, for all persons whom he employs or may employ in carrying out the work under the contract. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as part of the Contract Documents. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation Insurance laws.

8-3 GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that he has Liability Insurance coverage in limits not less than the amounts set forth in the Special Provisions. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents.

Included in such insurance shall be a "Cross Liability" or "Severability of Interest" clause.

The Liability Insurance coverage shall include each of the following types of insurance or coverage for exposures, as applicable:

- A. General Liability
 - (1) Commercial Form.
 - (2) Premises-Operations.

- (3) Explosion and Collapse Hazard.
- (4) Underground Hazard.
- (5) Products/Completed Operations.
- (6) Blanket Contractual Insurance.
- (7) Broad Form Property Damage
- (8) Independent Contractors.
- (9) Personal Injury and Advertising Injury

B. Automobile Liability

- (1) Business Auto Form Including Loading and Unloading.
- (2) Owned.
- (3) Hired.
- (4) Non-Owned.

Included with the Certificate(s) of Insurance shall be endorsements which name as additional insureds the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, and employees and state that the insurance afforded to these additional insureds shall be primary insurance and if the additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under this article on GENERAL AND AUTOMOBILE LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

8-4 BUILDERS' RISK "ALL RISK" OR INSTALLATION FLOATER INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that he has obtained for the period of the contract Builders' Risk "All Risk" completed value insurance coverage (including flood but excluding earthquake and tidal wave) upon the entire project which is the subject of the contract and including completed work and work in progress or an Installation Floater to cover machinery and equipment of all kinds during transit, installation, and testing at the City's premises. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents. Such insurance shall include as additional insureds: the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, and employees, as their interest may appear.

8-5 EARTHQUAKE AND TIDAL WAVE INSURANCE

The City may or may not require insurance to indemnify the City for any damage to the work caused by earthquake or tidal wave. Such determination will be made prior to award of the contract.

If the City determines to require such insurance, the bids will be compared and the contract awarded based on a total amount of bid which includes bid items for such insurance. If the City determines not to require such insurance, the bids will be compared and the contract awarded based on a total amount of bid which is adjusted to exclude the bid items for such insurance.

If the City determines to require the insurance, the Contractor shall provide upon execution of the Agreement a certificate(s) of insurance showing that he has obtained for the period of the contract completed value insurance coverage to indemnify the City for any damage to the work caused by earthquake or tidal wave. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents. Such insurance shall

include as additional insureds: the Engineer/Architect the City's Representative, and their consultants, and each of their directors, officers, and employees, as their interest may appear.

8-6 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's insurers.

SECTION 9 ESTIMATES AND PAYMENTS

9-1 PAYMENT FOR CHANGES IN THE WORK

Changes in, additions to, or deductions from the work, including increases or decreases in the quantity of any item or portion of the work, shall be set forth in a written change order executed by the City and by the Contractor which shall specify:

The changes, additions, and deductions to be made.

The increase or decrease in compensation due the Contractor, if any.

Adjustment in the time of completion, if any.

Adjustment in the compensation due the Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

Unit prices contained in the contract.

Mutually agreeable lump-sum or unit prices. If requested by the City's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.

Force account whereby the Contractor is compensated for furnishing labor, materials, tools, and equipment as follows:

Cost of labor plus 15 percent for workers directly engaged in the performance of the work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

Cost of material plus 15 percent. Cost of material shall include sales tax, freight, and delivery charges. The City reserves the right to furnish such materials as he deems advisable and the Contractor shall not be paid the 15 percent markup on such materials.

For tools and equipment actually engaged in the performance of the work, rental rates plus 15 percent. The rental rates shall be those prevailing in the area where the work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500 or less.

Subcontractor invoices to the Contractor plus 5 percent. Subcontractor invoices shall be based on the above-described cost of labor plus 15 percent, cost of material plus 15 percent, and tool and equipment rental rates plus 15 percent.

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the work.

For force account work, the Contractor shall submit to the City's Representative for his verification daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the work. No payment will be made for work not verified by the City's Representative.

9-2 PROGRESS PAYMENTS

The City shall, on or before the tenth day of each calendar month after actual construction work is started, cause an estimate in writing to be made by the City's Representative of the value of the work completed by the Contractor and of materials delivered on the ground at the site of the work or stored subject to or under the control of the City to the first of the month in which the estimate is made. In estimating such value, the City's Representative may take into consideration, along with other facts and conditions deemed by him to be proper, the ratio of the difficulty or cost of the work done to the probable difficulty or cost of the work remaining to be done. The City shall retain 10 percent of such estimated value as part security for the fulfillment of the contract by the Contractor, unless the Contractor has substituted equivalent securities as defined by Section 9-5 of these General Provisions, and shall by the end of each month in which the estimate is made pay to the Contractor the balance of such estimated value after deducting therefrom all previous payments and all sums to be kept or retained under the terms of the contract.

9-3 FINAL ESTIMATE AND PAYMENT

When the work has been substantially completed, the City's Representative will make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the contract. If the City finds the work has been substantially completed according to the contract, he shall accept the work, shall file a notice of completion, and shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the contract. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 40 days from the date of filing a notice of completion of the work by the City.

It is mutually agreed between the parties to the contract that no certificate given or payment made under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

9-4 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the City may retain under the above article on PROGRESS PAYMENTS, the City may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in his judgment may be necessary to cover:

Payments which may be past due and payable for properly filed claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the work under this contract.
Estimated or actual costs for correcting defective work not remedied.

Amounts claimed by the City as forfeiture due to delay or other offsets.

The City may apply such withheld amount or amounts to the payment of such claims in his discretion. In so doing, the City shall be deemed the agent of the Contractor and any payments so made by the City shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper account of such funds disbursed in behalf of the Contractor.

9-5 WITHHELD CONTRACT FUNDS

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract, except contracts for which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where federal regulations and/or policies do not allow such substitution. The City reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The City shall also be entitled to charge an administrative fee, as determined by City in its sole discretion, for substituting equivalent securities for retention amounts. The City's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the City. The City shall be entitled, at any time, to request the deposit of additional securities of a value designated by City, in City's sole discretion, to satisfy this requirement. If the City does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, City shall be entitled to withhold amounts due Contractor until securities of satisfactory value to City have been received.

9-6 REQUIRED RELEASES

The Contractor shall not be entitled to any payment specified in his Contract which is undisputed until such time as the Contractor has executed a release, in the following form, releasing the City from all claims relating to the work for which the Contractor is being paid. The release form contains space for the Contractor to claim any disputed amount and to designate the retention amount for each period associated with the release. Contractor hereby expressly agrees that failure on his part to designate any disputed amount or to designate the correct retention amount for each release period on the release form shall constitute an express waiver of the right of the Contractor to claim any disputed amount or any retention amount at any later date. The City shall have no obligation to pay the Contractor for any work done until the release form attached to these contract documents has been executed by the Contractor and submitted to the City.

RELEASE FORM

Page 1 of 2

TO: THE CITY OF McFarland

NAME OF CONTRACTOR: _____

PROJECT DESCRIPTION: _____

PERIOD WORK PERFORMED: _____

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD:
\$ _____

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials and work due subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

DATED:

PRINT NAME OF CONTRACTOR

DESCRIBE ENTITY (Partnership,
Corporate, etc.)

By _____

By _____

SPECIAL PROVISIONS

PART I - SUPPLEMENT TO GENERAL PROVISIONS

A. Definitions

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

CITY	City Of McFarland 401 W Kern Ave McFarland, CA 93250
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GOVERNING BODY	Public Works Department 401 W Kern Ave McFarland, CA 93216 (661) 792-3091
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The Special Provisions - Part I,	Special Conditions. Modifications to general requirements of the specifications.
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The Special Provisions - Part II,	Technical Specifications. Numbered section subjects are selected for indexing convenience only and do not indicate division of work among trades or subcontractors.
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B. Terms

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

C. Authority for the Work

The drawings, specifications, and other contract documents for the work were approved on JULY 19, 2024.

D. Marking and Addressing Bid Envelope

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

**City of McFarland
Attn: Yerlys Hernandez
401 W Kern Ave
McFarland, Ca 93250**

**Bid for Construction of City of McFarland
STREET REJUVENATION AND SLURRY SEAL - Various Locations**

E. Award of Contract or Rejection of Bids

Within a period of 30 calendar days after the opening of bids, the City will accept or reject the bids.

F. Time for Completion and Forfeiture Due to Delay

Work will be substantially completed within 30 CONSECUTIVE WORKING DAYS, from and after the date of award of the contract.

Forfeiture for each day completion is delayed beyond the time allowed will be at the rate of 250 per day.

G. Amount of Liability Insurance

General Liability:	Bodily Injury and Property Damage coverage shall be for not less than	
	\$2,000,000	General Aggregate.
	\$1,000,000	Products/Completed Operations Aggregate.
	\$1,000,000	Personal and Advertising Injury.
	\$2,000,000	Each Occurrence.
	OR	
	Bodily Injury and Property Damage coverage shall be in a Combined Single Limit of not less than	
	\$2,000,000	Each Occurrence and Aggregate.
Automobile Liability:	Bodily Injury coverage shall be for not less than	
	\$1,000,000	Each Person.
	\$2,000,000	Each Accident.
	\$2,000,000	Property Damage coverage shall be for not less than
	OR	
	\$2,000,000	Bodily Injury and Property Damage coverage shall be in a Combined Single Limit of not less than
Employers' Liability:	Bodily Injury coverage shall be for not less than	
	\$1,000,000	Each Accident.
	\$1,000,000	Each Disease-Policy Limit.
	\$1,000,000	Each Disease-Each Employee.

END OF SECTION

SPECIAL PROVISIONS
PART II - TECHNICAL SPECIFICATIONS

ASPHALT REJUVENATING AGENT RECLAMITE (CALIFORNIA)

PART 1 – GENERAL

A. Description

1. This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphalt concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

B. Submittals

1. Submit shop drawings in accordance with the General Provisions.
2. Submit Independent Testing Laboratory Reports indicating material compliance with specified requirements of this specification.

C. Quality Assurance

1. Comply with Cal-Trans Standard Plans and Specifications and the California Manual on Uniform Traffic Control Devices.
2. Use workmen who are thoroughly trained and experienced in the work and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section.
3. Comply with applicable codes and regulations of governmental agencies having jurisdiction.
4. Rework any work not meeting the specified requirements, as determined by the City Engineer, at no additional cost to the City.
5. Pay for any testing required to show compliance with the specifications. The City will arrange for all tests.

PART 2 - MATERIAL

- A. 1. Asphalt Rejuvenating Agent - The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water and shall conform to the following requirements:

<u>Test</u>	<u>Test Method</u>	<u>Requirements</u>
Viscosity, 77 degrees F	AASHTO T 59	15-40 SFS
Residue	Calif. Test 351	60% Min.
Tests on Residue		
Viscosity, 140 deg. F	AASHTO T 201	100-200 cSt
Asphaltenes	Calif. Test 352	0.75% Max.
Miscibility Test ¹	AASHTO T 59	No Coagulation
Sieve Test ²	AASHTO T 59	0.10% Max.
Particle Charge Test	AASHTO T 59	Positive

¹ Test procedure: AASHTO T 59 to be modified by 0.02 normal calcium chloride solution in place of distilled water.

² Test procedure: AASHTO T 59 to be modified by using distilled water in place of 2 percent sodium oleate solution.

2. If the asphalt rejuvenating agent is used prior to the sampling and testing, as provided in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, a Certificate of Compliance shall accompany each copy of the test report for each shipment to each job. In addition to the required signature of the vendor or his/her representative certifying compliance with job requirements, the certificate shall show the shipment number, type of material, refinery, consignee, destination, quantity, contract number or purchase order number and date of shipment. Asphalt rejuvenating agent furnished without a Certificate of Compliance shall not be used in the work.
 3. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray.
 4. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two(2) parts rejuvenating agent to one(1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the City Engineer.
 5. Where more than one application is to be made, succeeding applications shall made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.
- B. 1. Sand - Sand shall be free of clay or organic material and shall be of such size that from 90% to 100% will pass a No. 4 sieve and not more than five percent will pass a No. 200 sieve.

PART 3 – EXECUTION

A. Surface Condition

1. Examine the areas and conditions under which work of this section will be performed. Sweep and remove any dried mud or heavy deposits of dirt and debris. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Traffic Control

1. Provide the City Engineer with a Traffic Control Plan at the pre-construction conference. Modify the plan, if necessary, and obtain his/her approval. When, in the opinion of the City Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until traffic may be switched to the completed lane.
2. The contractor shall be responsible for all traffic control and signs required to permit safe travel. The contractor shall notify the police, ambulance and fire departments as to the streets that are to be treated each day
3. Deliver written notices to each affected occupant of adjacent property not less than 48 hours prior to start of work. Post “No Parking, Tow Away Zone” signs on barricades 24 hours prior to start of work. Be responsible for maintaining traffic control, as shown on drawings, as the work progresses. Exercise care to maintain the asphalt rejuvenating agent on the asphalt concrete and out of existing gutters, drive approaches, etc. Take care to avoid applying any asphalt rejuvenating agent beyond the limits of work.
4. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.
5. Bring all discrepancies to the immediate attention of the City Engineer.

C. Placement

1. Application of Rejuvenating Agent:

Apply the rejuvenating agent to asphalt concrete pavement at the rate of 0.05 to 0.10 gallons per square yard, in accordance with the provisions for fog seal coat in Section 37, “Bituminous Seals,” of the Cal-Trans Standard Specifications and this Section. The City Engineer shall determine the final application rate. Provide the City Engineer with a satisfactory test kit designed for field testing to accurately determine the optimum application rate. In most

cases, the newer the pavement, the higher the application rate will be. The asphalt rejuvenating agent shall not be applied unless the pavement temperature is at least 50° F and rising. The mixture shall not be applied during unsuitable weather.

2. Sand Cover:

- a. After the rejuvenating agent is applied, wait for the rejuvenating agent to “break” to a dark black color (usually 20 to 60 minutes, depending on the temperature.)
- b. Apply sand to any rejuvenating agent that has failed to penetrate the surface with a truck mounted mechanical spreader that uniformly applies from 1 to 3 pounds of sand per square yard. The exact rate will be determined by the Field Services Superintendent.
- c. Remove traffic control signs, barricades, etc., after all sand has been spread.
- d. The contract price per ton for sand cover shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in applying and removing the sand when no longer needed. No adjustment in the unit price will be made for any increase or decrease. The provisions in Section 4-1.03 B, “Increased or Decreased Quantities,” shall not apply to the item of sand cover.

3. Sand Removal:

- a. Three to seven days after sand is applied, as determined by the City Engineer completely broom off all sand, pick it up and dispose of it.
- d. Remove all traffic control signs, barricades, etc.

D. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

E. Basis of Payment

Asphalt rejuvenating agent shall be paid for per square yard for furnishing all materials, equipment, labor, rejuvenating agent, cleaning, curing, sanding, sand removal, and incidentals necessary to complete the work as specified.

END OF SECTION

SPECIAL PROVISIONS
PART II – TECHNICAL SPECIFICATIONS
TYPE II SLURRY SEAL

PART 1 - GENERAL

Slurry seal shall be Type II slurry seal and consists of mixing asphaltic emulsion, aggregate, set-control additives and water. Materials, application and finishing operation of slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3 "Slurry Seal and Micro-Surfacing", except 37-3.04 "Payment". Slurry seal shall be an application of the mixture on a surfacing or pavement at the locations as shown on the drawings, maps and as directed by the Engineer.

Where in the referred sections of the Caltrans Standard Specifications, the terms State and/or Engineer are used, their meaning shall be interpreted as the City Engineer, or through his designated agent, of the City of McFarland Public Works Department.

MATERIALS

The materials for slurry seal shall be finished and screenings compacted in accordance with the Caltrans Standard Specifications Subsection 37-3.02 "Materials", except that the Subsection 37-3.02B "Asphaltic Emulsion" shall not apply.

A. Asphaltic Emulsion

Asphaltic emulsion shall be bituminous material and shall be quick-setting type, Grade QS1h anionic or Grade CQS1h cationic, conforming to the Caltrans Standard Specifications Section 94 "Asphaltic Emulsions". The grade of asphaltic emulsion shall be at the option of the Contractor.

Requirements for Quick-Setting Asphaltic Emulsion:

Properties	AASHTO Designation	Anionic QS1h		Cationic CQS1h	
		Min	Max	Min	Max
Test on Emulsions					
Viscosity, SSF, @ 50°C, sec	-	15	90		
Sieve Test, %	-	-	0.30	-	0.30
Storage Stability, 1 day, %	-	-	1		1
Residue by Distillation, %	-	57	-		-
Particle Charge	-	Negative		Positive	
Tests on Residue from Distillation Test					
Penetration, 25°C	T 49	40	90	40	90
Ductility, 25°C, mm	T 51	400	-	400	-
Solubility in Trichloroethylene, %	T 44	97	-	97	-

If the result of the particle charge test is inconclusive, the asphaltic emulsion shall be tested for pH in conformance with the requirements in ASTM Designation E 70. Grade QSIh asphaltic emulsion shall have a minimum pH of 7.3. Grade CQS1h asphaltic emulsion shall have a maximum pH of 6.7.

B. Aggregate

Aggregate shall conform to the Type II or Type II aggregate in the Caltrans Standard Specifications Subsection 37-3.02B(2). Aggregate shall contain no more than **3% moisture**, free from vegetable matter and other deleterious substances. Aggregate shall be free of caked lumps and oversize particles.

Aggregate shall consist of hard, non-plastic, rock-crusher dust, **black in color and volcanic** in nature, except that 100 percent of any aggregate or combination of aggregates, larger than the No. 50 sieve size, used in the mixture shall be obtained by crushing rock. To assure the material is totally crushed, 100% of the parent aggregate shall be at least 1 cm. Oversize rocks, dirt clods, etc., shall be cause to reject the entire load of rock dust.

Sieve Size	$\frac{3}{8}$ "	No. 4	No. 8	No. 16	No. 30	No. 200
% Passing	100	94 - 100	65 - 90	40 - 70	25 - 50	5 - 15

MIXING DESIGN

The tests, mix design and proportioning of slurry seal shall conform to the Caltrans Standard Specifications Subsections 37-3.01D(4) "Mix Design" and 37-3.03B "Proportioning."

Accelerator, if needed, shall be Portland Cement, Type 1. Retarder, if needed, shall be **Aluminum Sulfate**. The amount included in the slurry mix will be determined in the mix design. The use of slag is not permitted. The latex additive shall be **Ultra Pave 65K** or an approved equal. 2½% latex shall be added at the emulsion plant after weighing the asphalt.

The mix shall be sufficiently stable so that premature breaking of the material in the spreader box does not occur. It shall be free of excess water and emulsion. Spraying of additional water into the spreader box will not be permitted.

A. Laboratory Testing

Mix design of slurry seal mixture shall conform to the requirements in accordance with the International Slurry Seal Association (ISSA) tests, including those for slurry seal consistency, wet stripping, compatibility, cohesion and wet track abrasion.

B. Certified Reports

The Contractor shall submit to the City a mix design reporting the values of the above tests. The mix design shall be performed on the exact materials to be used in the project. The test shall be performed by a laboratory experienced in performing the tests on slurry seals and not affiliated with the Contractor in any way.

A report for the mix design of slurry seal shall be submitted at least five (5) working days prior to the beginning of work. Work shall not begin until the mix design has been approved by the Engineer. If the Contractor changes sources of aggregate and/or oil, a report of new mix design shall be submitted.

Results of Gradation and Sand Equivalency tests of the stockpiled aggregate shall be submitted

prior to the beginning of work.

APPLICATION OF SLURRY SEAL

A. Mixing and Spreading Equipment

Mixing and spreading slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3.03C "Mixing and Spreading Equipment. (1) additional mixer as a backup shall be available at the job site during the spreading operation except when continuous placement type mix-spreader trucks are used.

Slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quickset mixing man, a competent driver, two squeegee men, and sufficient laborers for any handwork and cleanup.

B. Spreading Slurry Seal

The slurry mixture shall be uniformly spread on the entire existing surfacing from gutter lip to gutter lip without spotting, re-handling, ripples, waves, ash effect or otherwise shifting of the mixture. The application rate shall be no greater than 150 feet per minute.

Slurry seal shall be placed when the ambient air temperature is at least 50°F and rising. In the event of unsuitable weather conditions, a halt of all work will be ordered at the discretion of the Engineer. The working day(s) lost as a result of such an order shall be added to the time allowed for completion.

The Contractor shall protect all existing improvements within the construction sites from slurry seals including utilities frames and covers of manholes, vaults, and valve boxes, concrete curbs, and gutters.

PERFORMANCE BOND

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____) this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2024

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of Surety's agent for service of process in California, if different from above:

Telephone number of Surety's Agent in California:

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with a lawsuit concerning the enforcement of this bond, Contractor / Principal and surety shall pay City or any entity or person reasonable attorney's fees incurred, but in no event shall the surety be liable in the aggregate for more than the penal sum of this Payment Bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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///

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Executed on _____, 2024

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of Surety's agent for service of process in California, if different from above:

Telephone number of Surety's Agent in California:

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of McFarland**
Project: _____

Type of Insurance: Workers' Compensation and Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

		Workers' Compensation: Statutory Limits Under the Laws of the State of California
--	--	---

		Employers' Liability:
--	--	-----------------------

		\$ _____ Each Accident
--	--	------------------------

		\$ _____ Disease - Policy Limit
--	--	---------------------------------

		\$ _____ Disease - Each Employee
--	--	----------------------------------

_____ Named Insured (Contractor)	_____ Insurance Company
-------------------------------------	----------------------------

_____ Street Number	_____ Street Number
------------------------	------------------------

_____ City and State	_____ City and State
-------------------------	-------------------------

By: _____

(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for
Service of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

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

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

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

GUARANTEE

CITY OF McFARLAND, Department of Public Works, McFarland, California:

In accordance with the terms of the Contract for the _____, between the City of McFarland (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the City of the above mentioned construction project and the City's representative and shall be enforceable by either of them.

Signature

Date: _____

Printed Name / Title

Company

Contractor's License Number / Expiration Date

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of _____ SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

GENERAL LIABILITY SPECIAL ENDORSEMENT (Exhibit 1)

GENERAL LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ TM Deductible TM Self-Insured (check which) of \$ _____		
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE TM Commercial General Policy TM Business General Policy TM Other	OTHER PROVISIONS:		
LIMIT OF LIABILITY \$ _____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, <i>consultants</i> and volunteers are included as insured. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy (a) be primary insurance as respects the City, its officers, officials, employees, <i>consultants</i> and volunteers; or (b) stand in an unbroken chain of coverage excess of Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____		

COMMERCIAL GENERAL LIABILITY INSURANCE (Exhibit 1-A)

INSURER:
POLICY NUMBER:
INSURANCE COMPANY:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

--ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

-----Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT (Exhibit 2)

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ TM Deductible TM Self-Insured (check which) of \$ _____		
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operations of automobiles owned by or on behalf of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE TM Business General Policy TM Other	OTHER PROVISIONS:		
LIMIT OF LIABILITY \$ _____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from the ownership, operation, maintenance, use loading or unloading of any auto owned, leased, hired, or borrowed by the Named insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall (a) be primary insurance as respects the City, its officers, officials, employees, <i>consultants</i> and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, <i>consultants</i> and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed.6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____		

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (Exhibit 3)

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY FOR THE CITY OF McFARLAND		Endorsement No. Effective Date
PRODUCER Telephone: _____	POLICY INFORMATION: This special endorsement is attached to and forms a part of the following insurance policy. Insurance Company: _____ Policy Number: _____ Policy Period: _____	
NAMED INSURED	OTHER PROVISIONS	
Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____	EMPLOYERS LIABILITY LIMITS \$ _____ Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee	
In consideration of the premium charged and not withstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, <i>consultants</i> and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER		
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____	

CERTIFICATE OF INSURANCE (Exhibit 4)

CERTIFICATE OF INSURANCE					Issue Date:	
PRODUCER			This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below. Companies Company Letter A _____ Company Letter B _____ Company Letter C _____ Best's Rating _____ _____ _____			
INSURED						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	General Liability ~ Commercial General Liability ~ Claims Made ~ Occur. ~ Owners & Contractor's ~ Other				General Aggregate	\$
					Products-Comp/Op Agg	\$
					Personal & Adv. Injury	\$
					Each Occurrence	\$
					Fire Damage (any one fire)	\$
					Med. Exp. (any one person)	\$
	Automobile Liability ~ Any Auto ~ All Owned Autos ~ Scheduled Autos ~ Hired Autos ~ Non-Owned Autos ~ Garage Utility				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	Excess Liability ~ Umbrella Form ~ Other Than Umbrella				Each Occurrence	\$
					Aggregate	\$
	Worker's Compensation and Employer's Liability				Statutory	\$
					Each Accident	\$
					Disease Policy Limit	\$
					Disease Each Employee	\$
	Other				Amount of Insurance	\$
Description of operations/locations/vehicles/restrictions/special items:						
THE FOLLOWING PROVISIONS APPLY: 1. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 2. The City, its officials, officers, employees, <i>consultants</i> and volunteers are added as insured on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above. 4. The City is named a loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the City. 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.						
CERTIFICATE HOLDER/ADDITIONAL INSURED: City of McFarland 401 West Kern Ave. McFarland, CA 93250				AUTHORIZED REPRESENTATIVE Signature _____ Title _____ Phone No. _____		

INSURANCE REQUIREMENTS FOR CONTRACTORS (Exhibit 6)

(with Construction Risks)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, lease, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

UNDERWRITER/BROKER CERTIFICATION (Exhibit 11)

City: _____

City project identification: _____

Contractor providing contractual services: _____

Insurer(s): _____

Best rating(s): _____

Name and title of underwriter, broker, or agent completing certification: _____

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance requirements prepared by the City for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance requirements on forms provided by the City.

I further certify that the coverage's provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance requirements, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance requirements;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance requirements have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:-VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

The coverage's provided to the Contractor do not conform in all respects to the requirements set forth in the insurance requirements. An explanation of each and every variance from the requirements and an evaluation of the relative risk exposures and protections to the City and the Contractor are attached.

I understand that the City will not authorize the Contractor to initiate work on behalf of the City until this certification has been fully executed and returned to the City.

Signature

Date

Name of Company

Business Address and Phone Number