



## AGENDA

### Regular City Council Meeting,

Successor Agency to the  
Former Redevelopment Agency, and the  
Wasco Public Finance Authority

**Tuesday, December 21, 2021 – 6:00 pm.**

**Council Chambers**

**746 8<sup>th</sup> Street, Wasco, CA 93280**

[www.cityofwasco.org](http://www.cityofwasco.org)

### SPECIAL NOTICE REGARDING REMOTE PUBLIC PARTICIPATION DUE TO COVID-19\*

Pursuant to the Governor's Executive Order N-08-21, the City Council Members and staff may choose to participate in person or by video conference. The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. The public may participate via the following options:

1. Attending in person: **Mask is required for all individuals at all times** while in the Council Chambers or City Hall regardless of vaccination status. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the City's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Additionally, members of the public who wish to make a written comment during the meeting, please email the City Clerk [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org). Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the comment portion of the meeting but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

### **REGULAR MEETING – 6:00 pm**

- 1) **CALL TO ORDER:** Mayor Reyna
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez
- 3) **FLAG SALUTE:** by Ella Rose Villa, grandchild of Luis and Jackie Villa
- 4) **INVOCATION:**
- 5) Approval to continue to hold all City Council meetings until further notice by teleconference pursuant to Assembly Bill 361 and Government Code Section 54953(e), and finding that there is a proclaimed state of emergency in the state and city and that state and local officials have recommended measures to promote social distancing, all as required in AB 361 and Section 54953(e). (Hurlbert)

**6) PRESENTATIONS: None**

**7) PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

**BROWN ACT REQUIREMENTS:** The Brown Act does not allow action or Discussion on items, not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

**8) SUCCESSOR AGENCY BUSINESS: None**

**9) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None**

**CITY COUNCIL BUSINESS:**

**10) CONSENT CALENDAR:**

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public request's removal of a particular item.

- a. Receive and file departments payments totaling \$1,359,008.41
- b. Approval of City Council Meeting Minutes for:
  1. October 5, 2021, Regular Meeting
  2. October 19, 2021, Regular Meeting
  3. November 2, 2021, Regular Meeting
  4. November 3, 2021, Special Meeting
- c. Adopt a Resolution Authorizing the City Manager To Sign and Execute Agreement with Berchtold Equipment in the amount of \$47,746.17 to purchase a Mini Excavator for the Public Works Water Department.
- d. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with BHT Engineering for design and engineering services for the Palm Avenue CMAQ Project in an amount not to exceed \$91,046.68 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000
- e. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with BHT Engineering for design and engineering services for the Palm Avenue RSTP Project in an amount not to exceed \$45,376.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.

- f. Adopt a Resolution Authorizing the City Manager to Sign and Execute an amendment to an agreement No. 2020-060 between the City of Wasco and SMS Landscape Architecture to provide on-call landscape architecture services for the City.
- g. Receive and File the Investment Report for the month ended November 30, 2021.

**11) PUBLIC HEARINGS:**

**12) DEFERRED BUSINESS: None**

**13) NEW BUSINESS:**

- a. Adopt a Resolution Approving The Statement of Revenues and Expenditures from Development Impact Fees. (Perez-Hernandez)
- b. Nomination and Appointment for a Representative on the Kern Council of Government Board. (Hurlbert)
- c. Nomination and Appointment for a Representative on the Kern Economic Development Corporation. (Hurlbert)
- d. Nomination and Appointment an appointment for a Representative for the Wasco Task Force. (Hurlbert)
- e. Review Council Vacancy Options and provide guidance to staff. (Hurlbert)

**14) REPORTS FROM COMMISSIONS AND COMMITTEES:**

- a. Kern Economic Development Corporation (Cortez)
- b. Kern Council of Government (Garcia)
- c. Wasco Task Force (Martinez & Reyna)

**15) REPORTS FROM KC FIRE AND SHERIFF:**

**16) REPORTS FROM CITY MANAGER:**

**17) REPORTS FROM CITY COUNCIL:**

**18) CLOSED SESSION: None**

**19) CLOSED SESSION ACTION: None**

**20) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on December 16, 2021, on/or before 6:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org)



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Neomi L. Perez, Deputy City Clerk

All agenda item supporting documentation is available for public review in the city website [www.cityofwasco.org](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> Street, Wasco, CA 93280 during regular business hours, 7:30 am – 5:00 pm Monday through Thursday and 8–5 pm Friday (closed alternate Friday's), 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. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215 Requests for assistance should be made at least two (2) days in advance whenever possible.

# Bill Pay

City Council: December 21, 2021

WARRANTS	AMOUNTS
G112921	76,181.09
G120121	63,595.18
G120221	1,074,669.33
G120821	71,450.39
G120621	20,819.90
A120821	52,292.52
<b>Grand Total</b>	<b>1,359,008.41</b>

Verified By:  
Finance Director

Isarel Perez-Hernandez  
Digitally signed by: Isarel Perez-Hernandez  
DN: CN = Isarel Perez-Hernandez  
email = isperez@cityofwasco.org  
C = US O = City of Wasco  
Date: 2021.12.13 12:32:52 -08'00'

A	B	C	D	E	F	G	
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	G112921	PG & E COMPANY	85	0008048943-8	22555	INSTALL NEW STREET LIGHTS OLEANDER AVE	2,500.00
2	G112921	SEMITROPIC WATER STORAGE DISTRICT	329	056362	22558	2021-2022 FIRST INSTALLMENT PMT	120.00
3	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29860	22553	Maria Martinez- VPN Issues - Unable To Access U Dr	350.00
4	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29856	22553	Add VPN Access For Martin Ledezma And Maria Lara	175.00
5	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29859	22553	No Internet and Network Connectivity	525.00
6	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29858	22553	Time Not Being Recorded In Munis Interface	87.50
7	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29857	22553	End of Life Windows 10 Upgrade	232.50
8	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29933MS	22553	Monthly Billing-OCT 21- Microsoft Exchange Online	374.00
9	G112921	DIAMOND TECHNOLOGIES, INC.	2724	29934SC	22553	Monthtly OCT 21 IT Managed Services Agreement Bill	1,445.79
10	G112921	LeBeau THELEN LLP	3218	1985.012 OCT 2021	22554	LEGAL SERVICES FOR OCTOBER 2021	120.00
11	G112921	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	234254	22557	LEGAL SERVICES FOR SEPT 2021	15,350.00
12	G112921	R3 CONSULTING GROUP, INC.	3930	10491	22556	SB 1383 SUPPORT SERVICES: TASK	4,761.25
13	G112921	R3 CONSULTING GROUP, INC.	3930	10539	22556	SB 1383 SUPPORT SERVICES: TASK	595.00
14	G112921	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	21922	22560	QUARTERLY GROUNDWATER REPORTS	1,400.00
15	G112921	BRIAN L. EDICK	4770	OCT 2021	22559	OCT 2021 VET SERVICES	2,418.50
16	G112921	THE LAW OFFICES OF YOUNG WOOLDRIGE	4965	81890	22561	LEGAL SERVICES SEPT 2021	1,738.00
17	G112921	BHT ENGINEERING, INC	5134	21-0532	22551	PARCEL MERGER 21-02	165.00
18	G112921	BHT ENGINEERING, INC	5134	21-0530	22551	RSTP & CMAQ APPLICATIONS W/ KERN COG	945.00
19	G112921	BHT ENGINEERING, INC	5134	21-0366	22551	GENERAL ENGINEERING-PROFESSIONAL SRVCS JUL 2021	300.00
20	G112921	BHT ENGINEERING, INC	5134	21-0368	22551	PMS UPDATES JUL 2021	4,580.00
21	G112921	BHT ENGINEERING, INC	5134	21-0370	22551	RSTP & CMAQ APPLICATIONS JUL 2021	3,570.00
22	G112921	BHT ENGINEERING, INC	5134	21-0372	22551	HIGH SPEED RAIL POSO AVE WATER PLAN CHECK JUL 2021	1,245.00
23	G112921	BHT ENGINEERING, INC	5134	21-0373	22551	HSR 9TH ST FROM G TO H ST JUL 21	955.00
24	G112921	BHT ENGINEERING, INC	5134	21-0374	22551	HSR MARGALO SEWER AND WATER JUL 2021	1,305.00
25	G112921	BHT ENGINEERING, INC	5134	21-0429	22551	GENERAL ENGINEERING PROFESSIONAL SRVCS AUG 2021	1,230.00
26	G112921	BHT ENGINEERING, INC	5134	21-0435	22551	PARCEL MERGER 21-02 PROFESSIONAL SRVCS JUL 2021	977.50
27	G112921	BHT ENGINEERING, INC	5134	21-0437	22551	HSR MARGALO SEWER AND WATER SRVCS AUG 2021	1,585.00
28	G112921	BHT ENGINEERING, INC	5134	21-0433	22551	TTM 7373 PROFESSIONAL SRVCS AUG 2021	925.00
29	G112921	BHT ENGINEERING, INC	5134	21-0369	22551	CENTRAL - FILBURN WIDENING SRVCS JUL 2021	4,300.00
30	G112921	BHT ENGINEERING, INC	5134	21-0432	22551	CENTRAL - FILBURN WIDENING SRVCS AUG 2021	2,010.00
31	G112921	BHT ENGINEERING, INC	5134	21-0431	22551	MS4 ASSISTANCE SRVCS AUG 2021	2,445.00
32	G112921	BHT ENGINEERING, INC	5134	21-0534	22551	AMTRACK PEDESTRIAN UNDERPASS	4,910.00
33	G112921	BHT ENGINEERING, INC	5134	21-0371	22551	TM 7373 PHASE 1 SRVCS JUL 2021	5,016.65
34	G112921	BHT ENGINEERING, INC	5134	21-0434	22551	TM 7373 PHASE 1 SRVCS AUG 2021	5,460.00
35	G112921	DAVID KNOTT INC.	5358	27092	22552	794 H STREET DEMOLITION RETENTION	2,064.40
36	G112921 Total						76,181.09
37	G120121	FED EX	123	7-570-88839	22566	FREIGHT SRVCS 11/18/21	162.91
38	G120121	PG & E COMPANY	85	07051823859 11/17/21	22568	UB 501 F ST 11/17/21	912.02
39	G120121	PG & E COMPANY	85	27677027560 11/16/21	22568	UB 603 PALM AVE 09/17/21	19.01
40	G120121	PG & E COMPANY	85	67155644395 11/23/21	22568	UB 5410 7TH ST 11/23/21	4,929.44
41	G120121	PG & E COMPANY	85	0008058129-1	22568	NW NE SE 9 27 24 OCT 2021	21.09
42	G120121	PG & E COMPANY	85	51997041895 11/24/21	22568	UB LOCATIONS 11/24/21 MULTIPLE LOCATIONS	23,304.44

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
43	G120121	RICHARDS, WATSON, GERSHON A PROFFESIONAL CORP	3343	234635	22570	LEGAL SERVICES OCT 2021	6,949.82
44	G120121	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WAS OCT 21	22567	OCT 2021:WASCO GATE FEE	1,387.80
45	G120121	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP OCT 2021	22567	WSP OCT 2021 LANDFILL FEES	5,128.20
46	G120121	BRIGHT HOUSE NETWORK, LLC	68	064477502111421	22565	INTERNET SRVCS 11/13/21-12/12/21	118.52
47	G120121	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	A1019294	22562	NOV 2021: MONTHLY MEDICAL ADMIN FEES	1,430.00
48	G120121	SCHROETER, THOMAS F.	2732	OCT 2021	22571	LEGAL SERVICES OCT 2021	8,041.25
49	G120121	SELF-HELP ENTERPRISES	3636	5	22572	OCT 2021:CV1 SUBSISTENCE PAYMENTS #5	5,559.01
50	G120121	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202111160590	22563	11/12/21 TO 11/16/21 WATER METER READING SERVICES	5,422.00
51	G120121	READYREFRESH BY NESTLE	4027	11K0018613430	22569	10/15/21 TO 11/14/21 DRINKING WTR @ 5410 7TH ST	139.73
52	G120121	AMAZON CAPITAL SERVICES, INC	4968	1YKM-1Q46-LYQW	22564	CLONE MEMORY FROM ONE UNIT TO ANOTHER	29.22
53	G120121	AMAZON CAPITAL SERVICES, INC	4968	IKJK7N1L-73YC	22564	ADAPTER & ELECTRONICS REPAIR TOOL KIT-CITY HALL	40.72
54	G120121 Total						63,595.18
55	G120221	KERN COUNTY SHERIFF'S OFFICE	220	8668	22577	QTR 1 OF 4 2021/2022 SHERIFF SRVCS & SPECIAL EVENTS 7/3/21	1,074,669.33
56	G120221 Total						1,074,669.33
57	G120821	ATT - PAYMENT CENTER	1488	000017373253	22588	PHONE SRVCS 10/24/21-11/23/21	27.01
58	G120821	ATT - PAYMENT CENTER	1488	000017373254	22588	PHONE SRVCS 10/24/21-11/23/21	43.73
59	G120821	ATT - PAYMENT CENTER	1488	000017373255	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
60	G120821	ATT - PAYMENT CENTER	1488	000017373256	22588	PHONE SRVCS 10/24/21-11/23/21	321.13
61	G120821	ATT - PAYMENT CENTER	1488	000017373257	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
62	G120821	ATT - PAYMENT CENTER	1488	000017373258	22588	PHONE SRVCS 10/24/21-11/23/21	64.77
63	G120821	ATT - PAYMENT CENTER	1488	000017373259	22588	PHONE SRVCS 10/24/21-11/23/21	22.75
64	G120821	ATT - PAYMENT CENTER	1488	000017373260	22588	PHONE SRVCS 10/24/21-11/23/21	45.73
65	G120821	ATT - PAYMENT CENTER	1488	000017373261	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
66	G120821	ATT - PAYMENT CENTER	1488	000017373262	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
67	G120821	ATT - PAYMENT CENTER	1488	000017373263	22588	PHONE SRVCS 10/24/21-11/23/21	882.17
68	G120821	ATT - PAYMENT CENTER	1488	000017373264	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
69	G120821	ATT - PAYMENT CENTER	1488	000017373265	22588	PHONE SRVCS 10/24/21-11/23/21	27.01
70	G120821	ATT - PAYMENT CENTER	1488	000017373266	22588	PHONE SRVCS 10/24/21-11/23/21	42.06
71	G120821	ATT - PAYMENT CENTER	1488	000017373267	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
72	G120821	ATT - PAYMENT CENTER	1488	000017373268	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
73	G120821	ATT - PAYMENT CENTER	1488	000017373269	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
74	G120821	ATT - PAYMENT CENTER	1488	000017373270	22588	PHONE SRVCS 10/24/21-11/23/21	22.71
75	G120821	ATT - PAYMENT CENTER	1488	000017373271	22588	PHONE SRVCS 10/24/21-11/23/21	64.77
76	G120821	ATT - PAYMENT CENTER	1488	000017374795	22588	PHONE SRVCS 10/24/21-11/23/21	93.66
77	G120821	CINTAS CORPORATION NO. 3	4480	4101589354	22592	UNIFORM SERVICES 11/12/21	523.07
78	G120821	CINTAS CORPORATION NO. 3	4480	4102310657	22592	UNIFORM SRVCS 11/19/21	288.26
79	G120821	CINTAS CORPORATION NO. 3	4480	4102975921	22592	UNIFORM SRVCS 11-26-21	285.49
80	G120821	CITY OF WASCO/PUBLIC TRANSIT	1683	9943	22593	CNG FUELING FOR NOV 2021-SANITATION	5,280.41
81	G120821	FED EX	123	7-7578-84203	22600	FREIGHT SRVCS 11/25/21	82.44
82	G120821	FED EX	123	7-585-65432	22600	FREIGHT SRVCS 12/02/21	105.43
83	G120821	GENERAL OFFICE MACHINE COMPANY	1195	17756	22603	COPIER METER READING 10/03/21-11/03/21	269.93
84	G120821	PG & E COMPANY	85	46754368564 11/29/21	22608	UB NE COR CENTRAL AVE & MARGALO ST 11/29/21	241.06
85	G120821	PG & E COMPANY	85	28673832979 12/01/21	22608	UB 747 G ST WELL#14 12/01/21	9,894.99
86	G120821	QUADIENT FINANCE USA,INC	1844	0715 NOV 21	22611	POSTAGE FOR NOV 21	419.99
87	G120821	BRIGHT HOUSE NETWORK, LLC	68	064162402113021	22590	INTERNET SRVCS 11/28/21-12/2721 FOR CITY HALL	224.55
88	G120821	SCHROETER, THOMAS F.	2732	NOV 21	22612	LEGAL SRVCS NOV 2021	6,203.00
89	G120821	AMAZON CAPITAL SERVICES, INC	4968	1WKV-17FH-Y6V9	22587	HARD HAT FOR NEW PROJECT MANAGER - CHRIS DUNEHEW	30.80
90	G120821	AMAZON CAPITAL SERVICES, INC	4968	1V34-HHVVH-6GVD	22587	SEAT HARD HAT RACK FOR NEW PROJECT MANGER- CHRIS DUNEHEW	15.39
91	G120821	AMAZON CAPITAL SERVICES, INC	4968	1XHX-L91F-XLNY	22587	METAL CLIPBOARD W/ STORAGE FOR NEW PROJECT MANAGER	26.48
92	G120821	AMAZON CAPITAL SERVICES, INC	4968	IRHY-HT79-DKXF	22587	CREDIT RETURN FROM INV:13PK-XYLF-LNJ6	(33.55)
93	G120821	AMAZON CAPITAL SERVICES, INC	4968	13TD-VLG9-N71G	22587	CREDIT RETURN FROM INV:1KJK-7N1L-73YC	(13.78)
94	G120821	ACC BUSINESS	4766	213196622	22584	FIBER NETWORK SRVCS NOV 2021	812.44
95	G120821	ACCOUNTEMP	268	58802958	22585	TEMP M.SOLORIO WE 11/05/21	659.49
96	G120821	ACCOUNTEMP	268	58881354	22585	TEMP M.SOLORIO WE 11/12/21	328.03
97	G120821	ACCOUNTEMP	268	58881335	22585	TEMP M.SOLORIO WE 11/19/21	736.85
98	G120821	ADVANTAGE ANSWERING PLUS	2564	000023-452-041	22586	ANSWERING SRVCS NOV 21	436.24
99	G120821	BANK UP CORPORATION	4259	4845	22589	NOV 2021: LOCKBOX PROCESSING	666.12
100	G120821	CENTRAL CALIFORNIA POWER INC	2552	118820	22591	DISPOSAL #23: SERVICE CALL FOR ENGINE CHECK	393.27



	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
101	G120821	CLARK PEST CONTROL	117	29482584	22594	NOV 2021: 746 8TH ST & 1445 12TH ST PEST SRVC	206.00
102	G120821	CLEAN STRIDE LLC	5289	3267	22595	CLEANING SERVICES FOR NOV 2021	6,197.00
103	G120821	CONFAB MANUFACTURING COMPANY LLC	5148	209659	22596	BIN FABRICATING SUPPLIES,PLASTIC,METAL LIDS,PARTS	1,738.02
104	G120821	CONFAB MANUFACTURING COMPANY LLC	5148	209870	22596	BIN FABRICATING SUPPLIES,PLASTIC,METAL LIDS,PARTS	6,328.08
105	G120821	CORE & MAIN LP	4704	P927141	22597	FIRE HYDRANT REPAIR: MAINTENANCE	601.87
106	G120821	CORE & MAIN LP	4704	P927183	22597	FIRE HYDRANT REPAIR: TRAFFIC COLLISION	517.85
107	G120821	COUNTRY TIRE & WHEEL	4953	2215749	22598	DISPOSAL #GENERAL: 10 RECAP TIRES	4,032.49
108	G120821	ESRI, INC	3558	94140837	22599	ARCGIS SOFTWARE RENEWAL	1,500.00
109	G120821	GARCIA POWERED ELECTRIC INC	4901	INVNOV1621	22601	TROUBLE SHOOT CONTROL SWITCH ON DIESEL	420.00
110	G120821	GARDAWORLD	4266	10668126	22602	ARMORED CAR SRVCS FOR DEC 2021	369.42
111	G120821	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN013027	22604	OCT-DEC 2021:CONTRACT & AUDIT SRVCS-SALES TAX	2,107.73
112	G120821	NAVIA BENEFIT SOLUTIONS	5664	10395875	22605	NOV 2021:MONTHLY MINIMUM FEE	50.00
113	G120821	NEW YORK LIFE INSURANCE COMPANY	4733	S10763000 NOV 2021	22606	INS PREMIUM FOR NOV 2021	270.00
114	G120821	PACE ANALYTICAL SERVICES, INC	5694	B433911	22607	WW SAMPLE TEST 10/11/21 GW MONITORING 4TH QTR 21	720.00
115	G120821	PACE ANALYTICAL SERVICES, INC	5694	B434560	22607	WW SAMPLE TEST 11/9/21 INFLUENT MONITORING	70.00
116	G120821	PACE ANALYTICAL SERVICES, INC	5694	B435279	22607	WW SAMPLE TEST 10/14/21 PFAS COMPOSITE INFLUENT	600.00
117	G120821	PACE ANALYTICAL SERVICES, INC	5694	B434975	22607	WW SAMPLE TEST 11/12/21 INFLUENT MONITORING	70.00
118	G120821	PACE ANALYTICAL SERVICES, INC	5694	B433793	22607	WTR SAMPLE TEST: 10/21/21 WELL #8, #11 DRNKING EDT	240.00
119	G120821	PACE ANALYTICAL SERVICES, INC	5694	B433897	22607	WTR SAMPLE TEST: 10/14/21 DRINKING EDT	460.00
120	G120821	PACE ANALYTICAL SERVICES, INC	5694	B434698	22607	WTR SAMPLE TEST: 11/9/21 BACTERIOLOGICAL	98.00
121	G120821	PACE ANALYTICAL SERVICES, INC	5694	B435184	22607	WTR SAMPLE TEST 9/22/21 WELL #8,#10,#14 DRINK EDT	731.00
122	G120821	PHOENIX GROUP INFORMATION SYSTEMS	4913	102021239	22609	CITATIONS FEES & SERVICES	398.76
123	G120821	PLUMBERS DEPOT, INC.	2423	PD-49773	22610	REPLACEMENT & SPARE PARTS FOR HYDRO JETTER	608.26
124	G120821	PLUMBERS DEPOT, INC.	2423	PD-49849	22610	REPLACING FAULTY THREE WAY VALVE ON HYDRO JETTER	346.50
125	G120821	SOUTHERN CALIFORNIA GAS COMPANY	1438	11/01/21-12/01/21	22613	CNG FUEL BILL 11/01/21-12/01/21	4,725.87
126	G120821	THE GAS COMPANY	246	08207136329 NOV 21	22614	10/13/21-11/12/21 MULTIPLE ADDRESSES	258.95
127	G120821	WILLIAM C. STATLER	5136	NO. 2 OCT 2021	22615	OCT 21 COMPENSATION EXPENSES	3,671.25
128	G120821	WITCHER ELECTRIC, INC.	3856	377727AA	22616	WELL#2 INSTALL CONTROLS,RUN & TEST LOAD	3,130.00
129	G120821	WITCHER ELECTRIC, INC.	3856	37725AA	22616	WASTE WATER PUMP TROUBLESHOOT	1,267.76
130	<b>G120821 Total</b>						<b>71,450.39</b>
131	G120621	THERMO KING OF CENTRAL CALIFORNIA INC	4851	MK07568	22583	DISPOSAL #23: A/C COMPRESSOR AND DRYER	727.66
132	G120621	BHT ENGINEERING, INC	5134	21-0367	22579	JUL 2021: LMD 2021	4,265.00
133	G120621	BHT ENGINEERING, INC	5134	21-0436	22579	AUG 2021: LLA 21-01 DELGADO VILLAS	1,000.00
134	G120621	BHT ENGINEERING, INC	5134	21-0533	22579	OCT 2021: LLA 21-01 DELGADO VILLAS	825.00
135	G120621	BHT ENGINEERING, INC	5134	21-0430	22579	AUG 2021: LLMD 2021	1,680.00
136	G120621	COUNTRY TIRE & WHEEL	4953	2212527	22580	DISPOSAL #17: 2 FRONT TIRES	903.07
137	G120621	CUSTOM TRUCK ONE SOURCE, LP	4933	2021007006551	22581	STREETS #80: REPAIR & LABOR	4,252.19
138	G120621	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	38839	22582	CITY OF WASCO FRESH WATER	802.24
139	G120621	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	39046	22582	FRESH WATER PLANT WELL #14 PROGRAMMING	6,364.74
140	<b>G120621 Total</b>						<b>20,819.90</b>
141	A120821	BLUE SHIELD OF CALIFORNIA	3591	213190046255	5123	INS. PREMIUM FOR DEC 2021	45,524.62
142	A120821	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 DEC 2021	5124	INS. PREMIUM FOR DEC 2021	6,767.90
143	<b>A120821 Total</b>						<b>52,292.52</b>
144						<b>GRAND TOTAL</b>	<b>1,359,008.41</b>

# MINUTES

## WASCO CITY COUNCIL

and Successor Agency to the  
Former Redevelopment Agency

**Tuesday, October 5, 2021**

Regular Meeting – 6:00 p.m.  
Council Chambers, City Hall

### REGULAR MEETING – 6:00 pm

**1) CALL TO ORDER:**

The meeting was called to order by Mayor Reyna at 6:00 PM.

**2) ROLL CALL:**

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia, Martinez

**3) FLAG SALUTE:** Led by Mayor Reyna

**4) INVOCATION:** Led by Mayor Reyna, observed a moment of silence

**5) PRESENTATIONS:** None

**6) PUBLIC COMMENTS:** None

**7) SUCCESSOR AGENCY BUSINESS:** None

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:** None

### CITY COUNCIL BUSINESS:

**9) CONSENT CALENDAR:**

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Receive and file departments payments totaling \$254,602.36
- b. Approval of City Council Minutes for the following:
  1. Special/Regular Meeting of June 15, 2021
  2. Special Budget Workshop Meeting of June 21, 2021
  3. Special Meeting of June 24, 2021
  4. Special Meeting of July 1, 2021
- c. Rejection of Bid Received for Uniform Rental and Laundry Services.



- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the City Clerk and Deputy City Clerk to attend the New Law & Election Seminar Annual Conference on December 8 – 10, 2021, in Universal City, CA.

- e. Adopt A Resolution Approving a Submittal of an Application for Funding and Authorizing the City Manager or Designee(s) to Execute a Grant Agreement and Any Amendments Thereto From the 2020-2021 Funding Year of the State CDBG Program.

**Reso#2021-3675**

- f. Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Jaime Carillo for Sewer Service and Consent to Annexation and Approving an Application to the Local Agency Formation Commission for an Out of Area Service Review in Accordance with Government Code Section 56133 to Establish Sewer Service to 15487 Central Avenue Wasco, California.

**Reso#2021-3676**

**Agmt#2021-050**

- g. Adopt a Resolution Establishing Budget and Fiscal Policies for Human Resources and Capital Improvement Management.

**Reso#2021-3677**

- h. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with LAV // Pinnacle Engineering for Design and Engineering Services for the Central Avenue Neighborhood Park in an Amount Not to Exceed \$92,980.00 and allowing the City Manager to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate of \$15,000.

**Reso#2021-3678**

**Agmt#2021-051**

**Motion** by Council Member Martinez, **Seconded** by Council Member Garcia to approve the Consent Calendar by the following roll call vote;

AYES:	REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

#### **10) PUBLIC HEARINGS: None**

#### **11) DEFERRED BUSINESS:**

- a. Kern County Fire Department Report and Discussion regarding illegal fireworks. No reports. **Deferred to the next meeting.**
- b. Adopt a Resolution Approving the Final Map for Phase 1 of Tract 7373 Accepting for Public Use all Dedications for the Purpose for which they are offered, Authorizing the City Manager and the City Clerk to sign the Subdivision Agreement, and Authorizing the City Clerk to Endorse the Map.

**Reso#2021-3679**

**Agmt#2021-052**

**Motion** by Mayor Pro Tem Pallares, **Seconded** by Council Member Martinez to approve item 11b by the following roll call vote;

AYES:	REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

**12) NEW BUSINESS: None**

**13) REPORTS FROM COMMISSIONS AND COMMITTEES:**

**a. Kern Economic Development Corporation**

Mayor Reyna:

- Indicated that the Corporation is moving forward with many projects.

**b. Kern Council of Government**

Council Member Garcia:

- Gave a Caltrans update; mentioned that an employee review for Mr. Hakimi was done in closed session. Also reported the passing of Mrs. McCulloch, the Kern Council of Government Secretary, and he adjourned that meeting in memory of Mrs. McCulloch.

**c. Wasco Task Force**

No reports.

**14) REPORTS FROM KC FIRE AND SHERIFF:**

Seargent Martinez updated the Council on recent crime reports.

**15) REPORTS FROM CITY MANAGER:**

**City Manager Hurlbert updated the City Council on the following:**

- Inquired about new body-worn cameras, Seargent Martinez demonstrated.
- Informed there are two upcoming expiring seats for Wasco Parks Recreation Board and three upcoming expiring seats for the Sales Tax Oversight Committee.
- Introduced the Assistant City Manager Maria Lara to the Council Members.
- Informed his vacation will be from October 7, 2021 – October 12, 2021, and City Clerk Maria O. Martinez will be acting City Manager.

**16) REPORTS FROM CITY COUNCIL:**

**Council Member Cortez:**

- Informed he had the pleasure of attending the League of California Cities Annual Conference on September 24, 2021.
- Reminded everyone of the Rose Parade, Wasco Festival, and live music at the Wasco Veterans Hall on Saturday, October 9, 2021.

**Council Member Garcia:**

- Attended the League of California Cities Annual Conference on September 24, 2021, representing the Council and as a voting delegate. Mentioned they

are replacing seats from Executive Board and will help transform direction and focus on future workshops.

- He requested a media graphic to be created to share on social media and The City website for recruitment.

**Council Member Martinez:**

- Attended the League of California Cities Annual Conference on September 24, 2021.
- He mentioned he was impressed with City Staff and thanked them for already doing what other cities innovation plans of discussion the City of Wasco staff is already doing.

**Mayor Garcia:**

- Presented and delivered to Jessie Tafoya at WhiteCap a Certificate of Recognition and a key to the City at the previous Council meeting.
- He thanked Mrs. Scott for the sidewalk information.
- Welcomed Assistant City Manager Maria Lara to the City.
- Thanked the Kern County Sherriff's Office for the weekly reporting.
- Mentioned that three City Council Members would be attending the parade; Council Member Garcia, Pro Tem Pallares, and Mayor Garcia.

**17) CLOSED SESSION: None**

**18) CLOSED SESSION ACTION: None**

**19) ADJOURNMENT:**

Mayor Garcia adjourned the meeting in Memory of Veronica McCulloch at 6:32 PM.

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Claudia Garcia, Deputy City Clerk

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Gilberto Reyna, Mayor

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, October 19, 2021**  
Regular Meeting – 6:00 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Reyna called the meeting to order at 6:01 PM

**2) ROLL CALL:**

Present: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Cortez, Garcia  
Absent: Council Member Martinez

**3) FLAG SALUTE:** Led by Sophia Garcia, daughter of City Employee Claudia Garcia

**4) INVOCATION:** Moment of Silence

**5) PRESENTATIONS: None**

**6) PUBLIC COMMENTS:**

- Mr. Gonzales
- Juan Gallardo
- Sharon Sharp
- Traci Clendenen
- Orquidea Ocampo
- Dolores Peterson

**7) SUCCESSOR AGENCY BUSINESS: None**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None**

**CITY COUNCIL BUSINESS:**

**9) CONSENT CALENDAR:**

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Receive and file departments payments totaling \$969,138.67
- b. Approval of Special City Council Meeting Minutes for April 10, 2021
- c. Adopt a Resolution to Authorize the City Manager to enter in to an Agreement with JAS Pacific for on call Building Inspection, Plan Review, Code Enforcement and Building Official Services Agreement.

**Res#2021-3680**

**Agmt#2021-053**

**Motion** by Council Member Garcia, **Seconded** by Council Member Cortez to approve the Consent Calendar by the following roll call vote;

AYES:	REYNA, PALLARES, CORTEZ, GARCIA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

**10) PUBLIC HEARINGS: None**

**11) DEFERRED BUSINESS:**

- a. Kern County Fire Department Report and Discussion regarding illegal fireworks.

Kern County Fire Chief Joe Appleton gave a fire report.

**12) NEW BUSINESS: None**

**13) REPORTS FROM COMMISSIONS AND COMMITTEES:**

- a. Kern Economic Development Corporation (Cortez)  
**No reports.**
- b. Kern Council of Government (Garcia)  
**No reports.**
- c. Wasco Task Force (Martinez & Reyna)  
**No reports.**

**14) REPORTS FROM KC FIRE AND SHERIFF:**

Sergeant Martinez gave recent crime reports.

**15) REPORTS FROM CITY MANAGER:**

**City Manager Hurlbert updated the council on the following;**

- Two roadway lanes will be closed at the location of 6<sup>th</sup> Street due to working on gas lines in the area.
- No applications had been received for the expiring terms for boards and commissions; requested council to send out the information to the public for recruitment purposes.

**16) REPORTS FROM CITY COUNCIL:**

**Council Member Cortez:**

- Thanked Seargent Martinez for his service to the community.

**Council Member Garcia:**

- Thanked Seargent Martinez for his service to the community.

**Mayor Reyna:**

- Thanked Seargent Martinez for his service to the community.
- Thanked staff for their hard work.
- Mentioned he participated in the Wasco Festival Parade.

Mayor Reyna adjourned into closed session at 7:07 pm.

Mayor Reyna adjourned out of closed session at 8:19 pm.

**17) CLOSED SESSION:**

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**  
**Agency designated representatives:** City Manager, HR Manager  
**Employee Organization:** SEIU Local 521
- b. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**  
**Property:** APN 490-020-04 and 487-010-11  
**Agency Negotiator:** City Manager, City Attorney  
**Under Negotiation:** Letter of Interest, PSA  
**Negotiating Parties:** Broker: Henry Mendez
- c. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraph(2) of subdivision (d) and paragraph (3) of subdivision € of Section 54956.9 (claim of Carolina Medina).
- d. Approve Closed Session Minutes for September 21, 2021

**18) CLOSED SESSION ACTION:**

City attorney Schroeter reported out:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**  
**Agency designated representatives:** City Manager, HR Manager  
**Employee Organization:** SEIU Local 521  
**NO REPORTABLE ACTION**
- b. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**  
**Property:** APN 490-020-04 and 487-010-11  
**Agency Negotiator:** City Manager, City Attorney  
**Under Negotiation:** Letter of Interest, PSA  
**Negotiating Parties:** Broker: Henry Mendez  
**NO REPORTABLE ACTION.**
- c. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraph(2) of subdivision (d) and paragraph (3) of subdivision € of Section 54956.9 (claim of Carolina Medina).  
**NO REPORTABLE ACTION.**
- d. Approve Closed Session Minutes for September 21, 2021

**Motion** by Mayor Reyna, **Seconded** by Council Member Cortez to approve the Consent Calendar by the following roll call vote;

AYES:	REYNA, PALLARES, CORTEZ, GARCIA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	MARTINEZ

**19) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 8:20 pm.

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Monica Flores, Deputy City Clerk

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Gilberto Reyna, Mayor



**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, November 2, 2021**  
Regular Meeting – 6:00 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Pro Tem Pallares called the meeting to order at 6:00 PM.

**2) ROLL CALL:**

Present: Mayor Pro Tem Pallares, Council Members: Cortez, Garcia

Late: Council Member Martinez 6:01 PM

Absent: Mayor Reyna

**3) FLAG SALUTE:** led by Sadie (SJ) Skinner, daughter of Jacob and Kassandra Skinner

**4) INVOCATION:** Observed a moment of silence

**5) Discussion and Possible Minute Action:** Meeting Protocol. A motion to hold all City Council meetings until further notice by teleconference pursuant to Assembly Bill 361 and Government Code Section 54953(e), and finding that there is a proclaimed state of emergency in the state and city and that state and local officials have recommended measures to promote social distancing, all as required in AB 361 and Section 54953(e). (Hurlbert)

City Manager Hurlbert requested direction and minute action to hold a teleconference council meeting.

**Motion** by Council Member Martinez, **Seconded** by Council Member Cortez, to approve to hold all City Council meetings by teleconference pursuant to AB361 until further notice by the following roll call vote:

AYES: PALLARES, CORTEZ, GARCIA, MARTINEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: REYNA

**6) PRESENTATIONS:** None

**7) PUBLIC COMMENTS:** None

**8) SUCCESSOR AGENCY BUSINESS:** None

**9) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:** None

## CITY COUNCIL BUSINESS:

### 10) CONSENT CALENDAR:

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Receive and file departments payments totaling \$469,968.04.
- b. Receive and File the Investment Report for the month ended September 30, 2021.
- c. Receive and File the First Quarter Financial Report ended September 30, 2021.
- d. Approval of Regular City Council Meeting Minutes for July 6, 2021.
- e. Adopt a Resolution Authorizing the City Manager to Sign and Execute Amendment No.1 to Agreement No.1075-2008 with County of Kern for Waste Disposal.

**Reso#2021-3681**

**Agmt#2008-048(1)**

**Motion** by Council Member Martinez, **Seconded** by Council Member Garcia to approve the Consent Calendar by the following roll call vote;

AYES:	PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	REYNA

### 11) PUBLIC HEARINGS: None

### 12) DEFERRED BUSINESS: None

### 13) NEW BUSINESS:

- a. Adopt a Resolution Approving an Application for and Receipt of Proposition 68 Per Capita Grant Funds for the Renovation of 7th Street Park and Authorize the City Manager or designee to Negotiate, sign and submit all documents, including, but not limited to Applications, Agreements, Amendments, and Payment requests.

**Reso#2021-3682**

Stephanie Sanders presented the council with a conceptual landscape plan of the proposed improvements for the 7<sup>th</sup> Street Park.

**Motion** by Council Member Cortez, **Seconded** by Council Member Garcia to approve item 13a by the following roll call vote;

AYES:	PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	REYNA

### 14) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)  
**No reports**

- b. Kern Council of Government (Garcia)  
**No reports**
- c. Wasco Task Force (Martinez & Reyna)  
**No reports**

**15) REPORTS FROM KC FIRE AND SHERIFF:**

Kern Fire Battalion Chief Kris Kirksey gave a report.

Seargent Shinn gave recent crime reports.

**16) REPORTS FROM CITY MANAGER:**

**City Manager Hurlbert updated the council on the following:**

- Staff will advertise the veterans banner program in the Spring. More information coming to the Wasco website; staff to prepare promotional brochures.

**17) REPORTS FROM CITY COUNCIL:**

**No reports**

Mayor Pro Tem Pallares adjourned into closed session at 6:40 PM.

Mayor Pro Tem Pallares adjourned out of closed session at 7:06 PM.

**18) CLOSED SESSION:**

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**  
**Agency designated representatives:** City Manager, HR Manager  
**Employee Organization:** SEIU Local 521
- b. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**  
**Property:** APN 490-020-04 and 487-010-11  
**Agency Negotiator:** City Manager, City Attorney  
**Under Negotiation:** Letter of Interest, PSA  
**Negotiating Parties:** Broker: Henry Mendez
- c. **CONFERENCE WITH LEGAL COUNSEL-** Pursuant to 54956.9 (d)(1) (claimant) Angel Sandoval.
- d. Approve Closed Session Minutes for October 19, 2021

**19) CLOSED SESSION ACTION:**

City Attorney Schroeter reported out:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**  
**Agency designated representatives:** City Manager, HR Manager  
**Employee Organization:** SEIU Local 521  
**NO REPORTABLE ACTION.**
- b. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**  
**Property:** APN 490-020-04 and 487-010-11

**Agency Negotiator:** City Manager, City Attorney  
**Under Negotiation:** Letter of Interest, PSA  
**Negotiating Parties:** Broker: Henry Mendez  
**NO REPORTABLE ACTION.**

- c. **CONFERENCE WITH LEGAL COUNSEL-** Pursuant to 54956.9 (d)(1) (claimant) Angel Sandoval.

**NO REPORTABLE ACTION.**

- d. Approve Closed Session Minutes for October 19, 2021

**Motion** was made by Council Member Martinez, **seconded** by Council Member Cortez to approve item 19d by the following roll call vote:

AYES:	PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	REYNA

**20) ADJOURNMENT:**

Mayor Pro Tem Pallares adjourned the meeting at 7:06 pm.

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Monica Flores, Deputy City Clerk

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John Pallares, Mayor Pro Tem

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Wednesday, November 3, 2021**  
Special Meeting – 5:30 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**SPECIAL MEETING – 5:30 pm**

**1) CALL TO ORDER:**

Mayor Pro Tem Pallares called the meeting to order at 5:32 pm.

**2) ROLL CALL:**

Present: Mayor Pro Tem Pallares, Council Members: Cortez, Garcia

Absent: Mayor Reyna, Council Member Martinez

**3) FLAG SALUTE:** Led by Mayor Pro Tem

**4) PUBLIC COMMENTS:** None

**5) NEW BUSINESS:**

- a. Discussion on upcoming Sanitation Service Expansion and Fiscal Impact-  
Informational item only.

PowerPoint presentation by Public Works Villa and Finance Director Perez-Hernandez;

- Upcoming Sanitation Expansion Service and Fiscal Impacts

**No action; informational item only.**

**6) REPORTS FROM CITY MANAGER:**

No reports

**7) REPORTS FROM CITY COUNCIL: None**

Mayor Pro Tem Pallares adjourned into closed session at 6:17 pm.

Mayor Pro Tem Pallares adjourned out of closed session at 6:32 pm.

**8) CLOSED SESSION:**

- a. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS 54956.8**

**Property:** APN: 030-071-21-1

**Agency Negotiation:** City Manager, Community Development Director

**Under Negotiation:** Price and terms of payment

**Negotiating Parties:** Rigoberto & Rosa A. Solorio

**9) CLOSED SESSION ACTION:**

City Manager Hurlbert reported out.

a. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS 54956.8**

**Property:** APN: 030-071-21-1

**Agency Negotiation:** City Manager, Community Development Director

**Under Negotiation:** Price and terms of payment

**Negotiating Parties:** Rigoberto & Rosa A. Solorio

**NO REPORTABLE ACTION.**

There was a correction to the APN 030-120-08 and  
APN 030-120-07

**10) ADJOURNMENT:**

Mayor Pro Tem Pallares adjourned the meeting at 6:34 pm.

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Monica Flores, Deputy City Clerk

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John Pallares, Mayor Pro Tem



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** Scott Hurlbert, City Manager  
Luis Villa, Public Works Director

**DATE:** December 21, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager To Sign and Execute Agreement with Berchtold Equipment in the amount of \$47,746.17 to purchase a Mini Excavator for the Public Works Water Department.

---

### **Recommendation:**

Staff recommends City Council adopt a resolution authorizing the City Manager to sign and execute an agreement with Berchtold Equipment to purchase a Mini Excavator in the amount of \$47,746.17 Public Works Water Department.

### **Discussion:**

This mini excavator will allow the Water Department to dig in tighter areas that currently require special maneuvering with the backhoe to reach and require Staff to create more of a mess than necessary. While it is smaller than the City's backhoe, this mini excavator offers plenty of functionality to get the job done. With a 17 foot digging depth and a more compact design, this excavator will certainly become an asset to the Water Department, allowing jobs to be done more efficiently and safer. The new excavator will provide more capacity to complete repairs sooner and less downtime for customers.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the Mini Excavator using Sourcewell Contract No. 040319-CEC

### **Fiscal Impact:**

The City budgeted \$85,000.00 in the Capital Outlay to purchase a mini-excavator and trailer. The purchase of this Mini Excavator at \$47,746.17 will allow \$37,253.83 for the purchase of a trailer once one becomes available. This Purchase falls within budget.

### **Attachments:**

1. Resolution
2. Agreement



**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN AGREEMENT WITH BERCHTOLD EQUIPMENT TO PURCHASE ONE MINI EXCAVATOR FOR PUBLIC WORKS WATER DEPARTMENT IN THE AMOUNT OF \$47,746.17**

**WHEREAS**, the City wishes to purchase a new Mini excavator from Berchtold Equipment

**WHEREAS**, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

**WHEREAS**, Berchtold Equipment and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the agreement; and,

**WHEREAS**, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

**WHEREAS**, the City's cost for the Mini excavator in the amount of \$47,746.17 to be from the Capital Outlay Fund; and,

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

**SECTION 1:** Authorizes the City Manager to sign and execute an agreement with Berchtold Equipment to purchase one Mini excavator for the Public Works Water Department in the amount of \$47,746.17

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 -        was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 21, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

## **AGREEMENT**

**THIS AGREEMENT** made this 21st day of December 2021, by and between the CITY OF WASCO, hereinafter "City," and Berchtold Equipment Co., a California Corporation, hereinafter "Contractor,"

### **WITNESSETH:**

WHEREAS, City wishes to purchase the E35 25 HP R2\_Series Bobcat Compact Excavator (the "Equipment") with warranties as more particularly described, respectively, in Exhibit "A" attached hereto and by this reference made a part hereof under the terms and conditions described hereinafter, and Contractor is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Contractor to purchase the Equipment under the terms and conditions described hereinafter.
3. The full cost of the Equipment shall not exceed \$47,746.17, inclusive of shipment and taxes (the "Price"). The Price shall be payable within thirty (30) days after delivery of the Equipment and City's inspection and approval.
4. Contractor shall deliver the Equipment within 30 calendar days from the date hereof and subject to City's inspection and acceptance of delivery.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy for protection against liability arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, and employees, as additional insureds.
6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, and employees from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner arising out of Contractor's performance or attempted performance of the

provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

7. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon written notice to Contractor prior to delivery of the Equipment.

8. Contractor shall not assign this Agreement or any portion thereof to any other person or entity.

9. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall continue in full force and effect and not be affected, impaired, or invalidated thereby.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first-class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon service by electronic mail ("email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239; Email - [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) and Contractor — Berchtold Equipment Co., 3000 Pegasis Drive Bakersfield, CA 93308, Fax – (661) 325-4059, Email - [Tspencer@berchtold.com](mailto:Tspencer@berchtold.com) Either party may change its address or contact information by notice to the other party as described herein.

11. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

12. This Agreement may only be amended by a writing executed by all parties.

13. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

14. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written

agreements and understandings between the parties with respect thereto.

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Subject to the restrictions on assignment in Paragraph 8, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

18. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

19. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
M. SCOTT HURLBERT  
City Manager, City of Wasco, California,  
"City"

Berchtold Equipment Co., a California  
Corporation, "**Contractor**"

By: \_\_\_\_\_  
Name:  
Its:



# Bobcat

## Product Quotation

Quotation Number: AMS-03699

Date: 2021-12-03 08:13:16

Customer Name/Address:

Bobcat Delivering Dealer

CITY OF WASCO  
Attn: KAMERON ARNOLD  
746 8 ST  
WASCO, CA 93280  
Phone: (661) 364-7965

Terry Spencer  
Berchtold Equipment  
Co, Bakersfield, CA  
3000 Pegasus Drive  
BAKERSFIELD CA 93308  
Phone: (661) 323-7818  
Fax: (661) 325-4059

Description	Part No	Qty	Price Ea.	Total
<b>E35 25HP R2-Series Bobcat Compact Excavator</b> 24.8 HP Tier 4 Auto Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics, Selectable Flow with Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"><li>Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat</li><li>Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008</li><li>Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000</li><li>Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998</li></ul> Control Console Locks Control Pattern Selector Valve (ISO/STD)	M3409	1	\$36,101.10	\$36,101.10
<b>P70 Performance Package</b> Long Arm	M3409-P06-P70	1	\$3,224.90	\$3,224.90
<b>C11 Comfort Package</b> Open Canopy Travel Motion Alarm	M3409-P07-C11	1	\$217.00	\$217.00
<b>24" MX3 XCHG TEETH</b> Hydraulic Clamp, E32 & E35, Extendable Arm. Not recommended in combination with Hydraulic Breakers.	7323530	1	\$1,041.96	\$1,041.96
	7203200	1	\$2,081.08	\$2,081.08
<b>Total of Items Quoted</b>				<b>\$42,666.04</b>
<b>Dealer P.D.I.</b>				<b>\$250.00</b>
<b>Freight Charges</b>				<b>\$1,229.00</b>
<b>Dealer Assembly Charges</b>				<b>\$270.00</b>
<b>Quote Total - US dollars</b>				<b>\$44,415.04</b>

TAX (7.5%) \$3,331.13

**TOTAL: \$47,746.17**

**\*Prices per the Sourcewell Contract #040319-CEC.**

**\*Terms Net 60 Days.**

**\*FOB Origin – Prepay and Add to Quote**

**\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

**\*TID# 38-0425350**

**\*Quote valid for 30 days**

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER NUMBER

DELIVERY ADDRESS: \_\_\_\_\_

BILLING ADDRESS (if different than Ship To): \_\_\_\_\_

TAX EXEMPT? \_\_\_\_\_ YES \_\_\_\_\_ NO

Exempt in the State of \_\_\_\_\_

Tax Exempt ID:

FEDERAL - \_\_\_\_\_

STATE - \_\_\_\_\_

Expiration Date: \_\_\_\_\_





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Luis Villa, Public Works Director

**DATE:** December 21, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with BHT Engineering for design and engineering services for the Palm Avenue CMAQ Project in an amount not to exceed \$91,046.68 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.

---

### **Recommendation:**

Staff recommends adopting a resolution Authorizing the City Manager to Endorse and Enter into an Agreement with BHT Engineering for design and engineering services for the Palm Avenue CMAQ Project in an amount not to exceed \$91,046.68 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.

### **Background:**

The City has received Federal funding for the widening of Palm Avenue from Gromer Avenue to Margalo Avenue to reduce air pollution caused by passing cars stirring up dust on the shoulder. This project will also include the undergrounding of the existing PGE Infrastructure in the area. Staff went through all of the Federal Procedures to procure design and engineering services to get this project started. Awarding this contract for the final project design is the first step in the process towards bidding and constructing this project.

### **Discussion:**

The Project RFP was advertised on July 18, 2021. On August 11, 2021, the City of Wasco received two proposals from the following Consultants:

### **FIRM**

BHT Engineering  
A&M Engineering

Following Federal guidelines, Staff conducted a review of each Consultant's Proposals followed by an oral interview with a Q&A session for each Consultant. Via approved evaluation methods, and Staff determined that BHT was the higher-ranked Consultant.

**Fiscal Impact:**

The City has an approved finance letter allocating a total of \$158,440.00, including an \$18,174.00 Local match for the Preliminary Engineering of this Project. The Federal reimbursement rate for the design portion of this project is 88.53% (up to \$140,266.00). The price proposed by the Consultant (\$91,046.68) is not to exceed, and City Staff believes the simplicity of this design should allow us to stay below this amount.

**Attachments:**

1. Resolution
2. Agreement

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN AGREEMENT WITH BHT ENGINEERING, INC. FOR DESIGN AND ENGINEERING SERVICES FOR THE PALM AVENUE CMAQ PROJECT IN AN AMOUNT NOT TO EXCEED \$91,046.68 AND ALLOW THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$5,000.00**

**WHEREAS**, the City wishes to contract with BHT Engineering, Inc. to perform Design and Engineering Services; and

**WHEREAS**, the services provided are described in the Agreement found in Exhibit "A"; and

**WHEREAS**, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

**WHEREAS**, BHT Engineering, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

**WHEREAS**, the Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

**SECTION 1:** Approves the agreement with BHT Engineering, Inc.

**SECTION 2:** Authorizes the City Manager to endorse the agreement.

**SECTION 3:** Authorizes the City Manager to execute contract change orders and make quantity adjustments to the contract in an amount not exceeding an aggregate of \$5,000.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 - \_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 21, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

## **AGREEMENT NO. 2021 -**

THIS AGREEMENT, made this 21st day of December 2021, by and between the CITY OF WASCO, hereinafter called "City," and *BHT Engineering, Inc.*, hereinafter called "Engineer."

### **WITNESSETH:**

WHEREAS, City wishes to hire BHT Engineering for Engineering Services as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Engineer to perform the Services pursuant to the terms and conditions of this Agreement, and Engineer is agreeable thereto.

3. Engineer agrees to complete the Services on a time and materials basis, utilizing the employee rates attached hereto as Exhibit "A" and by this reference made a part hereof (the "Fee") for a total price of not to exceed \$91,046.68 which shall represent the full and complete compensation due and owing. Engineer shall bill City by invoices no more often than monthly for the Services. Each invoice shall set forth the Services performed and the amount due and owing, which may be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, each invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Upon approval by the City Council, the invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.

(a) Engineer acknowledges that *State and Federal* funds are being utilized to assist in the funding of the construction required in this Agreement and agrees that any required terms, conditions, or covenants related to the funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement.

4. Engineer shall complete the Services within an approved amount of days from the date of a Notice to Proceed from the City. In the performance of Engineer's

duties hereunder, Engineer shall provide all vehicles, tools, personnel, equipment, supplies, and all such other items as are necessary or convenient to completing the Services at Engineer's sole cost and expense. Information, data, plans and specifications, and all other documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer hereby assigns all of its copyrights and interests therein to City, irrevocably and forever, and agrees that City shall be the owner of all such copyrights.

## 5. NULL

6. Engineer and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder.

7. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8. (a) Engineer shall indemnify, defend, and hold harmless City, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from Engineer's negligence, fraud, willful misconduct, criminal conduct, errors, and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Engineer, Engineer's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

(b) In the event Engineer is a "design professional" as defined in Civil Code Section 2782.8, the Engineer shall indemnify, defend and hold harmless City, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Engineer and only for the Engineer's proportionate percentage of fault.

9. Engineer represents and warrants that Engineer has workers compensation insurance as required by statute. Engineer represents and warrants that Engineer has professional errors and omissions insurance coverage in amounts not less than \$1 million per claim. Engineer represents and warrants that Engineer has general public liability

insurance in the amount of \$1,000,000 per occurrence, and Engineer shall name City, its officers, councilmembers, and employees as additional insureds on its general liability insurance policy, which shall be primary to any liability insurance policy or joint powers coverage maintained by the City and which shall provide City with at least ten days prior notice to termination or reduction in coverage.

10. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Engineer is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Engineer in writing, and this Agreement shall be immediately terminated thereafter. In addition to the foregoing, City may terminate this Agreement upon ten (10) days written notice to Engineer at City's sole and absolute discretion. In the event of any termination, Engineer shall be entitled to payment for Engineer's performance of its obligations hereunder to the date of termination except for that performance which is the subject of Engineer's default, subject to City's approval and acceptance of Engineer's performance.

11. a) Information, data, plans and specifications, and all other documents prepared by Engineer or others for City or on behalf of City shall be retained and maintained for City by Engineer in its office at no additional cost to City, with a final set to be delivered to City digitally, manually and/or hand-carried. Engineer shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City.

(b) All documents produced, written, authored, coauthored, or prepared by Engineer pursuant to this Agreement or in which Engineer has had any input whatsoever (the "City Documents") shall belong to City and City shall be the sole owner of same whether maintained on City premises or at Engineer's offices. Engineer hereby assigns all copyrights to the foregoing to City. Any City Documents maintained at Engineer's offices shall be transferred to City upon City's request at no charge to City. Any City Documents maintained at Engineer's offices shall not be destroyed or removed without City's prior written consent, provided, however, that if Engineer does not wish to maintain them and City will not agree to their destruction, Engineer shall have the right to return them to City and City shall accept them. Engineer shall release all City Documents as instructed by City in writing from time to time.

12. The City, Engineer, and all subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

13. The Engineer agrees to comply with the State and Federal prevailing wage determinations (whichever is the higher of the two) as described in Sections 1720 et seq. of the California Labor Code. These wage determinations and regulations are considered a part of this Agreement.



14. Engineer shall not assign any portion of this Agreement to any other person or entity without City's prior written consent, which consent may be given, denied, or conditioned in City's sole and absolute discretion.

15. If this Agreement or any portion of same shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect as if the invalid portion had not been included therein.

16. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery or such date as shown on the overnight carrier's records, (b) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission, or (e) when sent by electronic mail ("email"). The following addresses shall be used: City – City Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7214, Email – [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org); and Engineer – BHT Engineering 218 S. H Street, Suite 201 Bakersfield, California 93304 Fax - (661) 558-4641, Email – [Juan@bhtengineering.com](mailto:Juan@bhtengineering.com). Any party may change any of the foregoing as it relates to the party by giving written notice to the other party in the manner set forth herein.

17. This Agreement may be amended only by a writing executed by all parties.

18. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties and shall not create a rebuttable presumption against the party who drafted same.

19. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective.

20. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Engineer shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual except as described in Section 14.

24. The parties hereby incorporate the terms and conditions set forth in Exhibit "C" attached hereto and by this reference made a part hereof. To the extent of any conflict or inconsistency between the provisions contained within the text of this Agreement and those in Exhibit C, the terms of Exhibit C shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

\_\_\_\_\_  
**M. SCOTT HURLBERT**, City Manager,  
City of Wasco, California

[\_\_\_\_\_] , *Engineer*

By: \_\_\_\_\_

Name:

Its:

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2<sup>nd</sup> Tier SubconsultantConsultant BHT Engineering, Inc.Project No. CML 5287 (058) Contract No. TBD Date 08/11/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Professional Engineer	Juan M Pantoja*	270.00	\$ 140.00	\$ 37,800.00
Sr Project Manager	Ramon H Pantoja & Miguel H Pantoja	212.00	\$ 130.00	\$ 27,560.00
2-per Survey Crew**	Juan M Pantoja & Ramon H Pantoja	16.00	\$ 280.00	\$ 4,480.00
Admin Assistant	Andrea Pantoja-Diana Rangel	60.00	\$ 60.00	\$ 3,600.00

**LABOR COSTS**a) Subtotal Direct Labor Costs \$ 73,440.00

b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 73,440.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00% )

e) Total Fringe Benefits [(c) x (d)] \_\_\_\_\_

f) Overhead (Rate: 0.00% )

g) Overhead [(c) x (f)] \_\_\_\_\_

h) General and Administrative (Rate: 0.00% )

i) Gen &amp; Admin [(c) x (h)] \_\_\_\_\_

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \_\_\_\_\_**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%** \_\_\_\_\_**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	EA	\$ 0.60	\$ 270.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 270.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: <u>BSK Associates</u>	\$ 5,600.00
Subconsultant 2: <u>Mesa Biological LLC</u>	\$ 7,622.16
Subconsultant 3: <u>Wiley Hughes Surveying</u>	\$ 4,114.52
Subconsultant 4: _____	

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 17,336.68n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 17,606.68**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 91,046.68**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Juan M. Pantoja Title \*: Principal Engineer/CEO  
Signature : JUAN M. PANTOJA Date of Certification (mm/dd/yyyy): 08/11/2021  
Email: juan@bhtengineering.com Phone Number: (661) 558-4641  
Address: 218 S. H St, Suite 201, Bakersfield, CA 93304

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Preliminary Engineering



August 11, 2021  
COST PROPOSAL

**City of Wasco - CML 5287 (058) - Palm Avenue Shoulder Rehabilitation Project - PE Phase**

SCOPE OF WORK	Staff	Estimated Hours	Rate / hr.	Total
<b>Project Management, Meetings and Coordination</b>				
Coordinate with City Staff for project's concept and direction. Schedule meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City, and preparing all submissions for the City to submit to Caltrans Local Assistance. Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	Sr. Civil Engineer	24	\$ 140.00	\$ 3,360.00
	Sr. Proj. Manager	16	\$ 130.00	\$ 2,080.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Environmental Compliance NEPA:</b>				
<b>Sub-Consultant:</b> Biological Survey Report	LUMP SUM	1	\$ 7,622.16	\$ 7,622.16
Coordination Caltrans Staff to clear project under NEPA. Preparation of PES Form	Sr. Civil Engineer	20	\$ 140.00	\$ 2,800.00
	Sr. Proj. Manager	10	\$ 130.00	\$ 1,300.00
	Clerical	6	\$ 60.00	\$ 360.00
<b>Topographic Survey and Mapping</b>				
<b>Sub-Consultant:</b> Perform Right-of-way surveying	LUMP SUM	1	\$ 4,114.52	\$ 4,114.52
Perform field engineering surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance	Chief of Party	16	\$ 145.00	\$ 2,320.00
	Instrument Man	16	\$ 135.00	\$ 2,160.00
Review aerial photos, perform utility survey and prepare findings and detailed topographic mapping. Prepare Right of Way certification for City's signature.	Sr. Civil Engineer	24	\$ 140.00	\$ 3,360.00
	Sr. Proj. Manager	16	\$ 130.00	\$ 2,080.00
	Clerical	6	\$ 60.00	\$ 360.00
<b>Utility Coordination</b>				
Prepare and send letters to request as built information from utility facility owners and provide notification of upcoming work, for locates and utility adjustments. Coordinate with PG&E for pole relocations	Sr. Civil Engineer	25	\$ 140.00	\$ 3,500.00
	Sr. Proj. Manager	20	\$ 130.00	\$ 2,600.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Geotechnical Design Report /Pavement Recommendation – By Sub-Consultant</b>				
BSK Associates will perform Field Investigation, Analysis and Reporting	LUMP SUM	1	\$ 5,600.00	\$ 5,600.00
<b>Prepare Project Plans, Specifications, Estimates, Bid Preparation</b>				
Perform preliminary and final project design: roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings improvements, etc. The design team will prepare the project plans, specifications, and cost estimate. Technical specifications will conform to Caltrans 2018 standard specification. Design team to perform project site ground proofing survey with City Engineering Staff at 90% complete to confirm fit and finish of design to existing street improvements / topography / properties, etc	Sr. Civil Engineer	145	\$ 140.00	\$ 20,300.00
	Sr. Proj. Manager	135	\$ 130.00	\$ 17,550.00
	Clerical	20	\$ 60.00	\$ 1,200.00
<b>Construction Phase Authorization</b>				
Prepare and submit the Request for Authorization to Proceed with Construction package to Caltrans. Includes DBE goal calculations for construction phase.	Sr. Civil Engineer	20	\$ 140.00	\$ 2,800.00
	Sr. Proj. Manager	10	\$ 130.00	\$ 1,300.00
	Clerical	4	\$ 60.00	\$ 240.00
<b>Bidding Phase</b>				
Coordinate with City Staff for the advertisement of the project. Assist City to respond to request for information, prepare addendums, Perform design revisions, additions, etc. Attend pre-bid and site walk meeting.	Sr. Civil Engineer	12	\$ 140.00	\$ 1,680.00
	Sr. Proj. Manager	5	\$ 130.00	\$ 650.00
	Clerical	4	\$ 60.00	\$ 240.00
Mileage - 62 miles round trip x 6 trips = 450 miles + mileage around town	Milage	450	\$ 0.60	\$ 270.00
			<b>Total (not to exceed) =</b>	<b>\$ 91,046.68</b>

**NOTES:**

\*This total estimated time is considered a maximum amount based on expected scope of work. Scope of work changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.

**Not Included In this Proposal:**

- \* Advertisement and Processing Costs - by City
- \* CEQA Clearance - by City

**EXHIBIT "B"**  
**CITY OF WASCO CALTRANS FEDERALLY FUNDED PROJECTS PROVISIONS**

**ARTICLE I COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**ARTICLE II RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

**ARTICLE III AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.



- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  - 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  - 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE IV EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is

terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## **ARTICLE V STATE PREVAILING WAGE RATES**

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction Engineer or one of its sub Engineers solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

### **D. Payroll Records**

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
- 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the 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 prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
  2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

## **ARTICLE VI CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of



execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE VII REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE VIII PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE IX NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **ARTICLE X DEBARMENT AND SUSPENSION CERTIFICATION**

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

#### **ARTICLE XI DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.



CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is \_\_\_\_\_%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance Under 49 CFR 26.13(b):
- CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Engineers License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.

2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier SubEngineers and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its

responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime Engineer/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Luis Villa, Public Works Director

**DATE:** December 21, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with BHT Engineering for design and engineering services for the Palm Avenue RSTP Project in an amount not to exceed \$45,376.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.

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**Recommendation:**

Staff recommends adopting a resolution authorizing the City Manager to Endorse and Enter into an Agreement with BHT Engineering for design and engineering services for the Palm Avenue RSTP Project in an amount not to exceed \$45,376.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000.

**Background:**

The City has received Federal funding for roadway repairs / rehabilitation on Palm Avenue. This Project will consist of asphalt repairs in various locations along Palm Avenue from Filburn to Gromer. Staff went through all of the Federal Procedures to procure design and engineering services to get this Project started. Awarding this contract for the final project design is the first step in the process towards bidding and constructing this project.

**Discussion:**

The Project RFP was advertised on July 18, 2021. On August 11, 2021 the City of Wasco received two proposals from the following Consultants:

**FIRM**

BHT Engineering  
A&M Engineering

Following Federal guidelines, Staff conducted a review of each Consultant's Proposals followed by an oral interview with a Q&A session for each Consultant. Via approved evaluation methods, and Staff determined that BHT was the higher-ranked Consultant.

**Fiscal Impact:**

The City has budgeted \$45,000 for the design of this Project. The Federal reimbursement rate for the design portion of this Project is 88.53% (up to \$39,838.50). The price proposed by the Consultant is not to exceed, and City Staff believes the simplicity of this design should allow us to stay below this amount.

**Attachments:**

1. Resolution
2. Agreement

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN AGREEMENT WITH BHT ENGINEERING, INC. FOR DESIGN AND ENGINEERING SERVICES FOR THE PALM AVENUE RSTP PROJECT N AN AMOUNT NOT TO EXCEED \$45,376.00 AND ALLOWING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$5,000.00**

**WHEREAS**, the City wishes to contract with BHT Engineering, Inc. to perform Design and Engineering Services; and

**WHEREAS**, the services provided are described in the Agreement found in Exhibit "A"; and

**WHEREAS**, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

**WHEREAS**, BHT Engineering, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

**WHEREAS**, the Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

**SECTION 1:** Approves the agreement with BHT Engineering, Inc.

**SECTION 2:** Authorizes the City Manager to endorse the agreement.

**SECTION 3:** Authorizes the City Manager to execute contract change orders and make quantity adjustments to the contract in an amount not exceeding an aggregate of \$5,000.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 - \_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 21, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco



## **AGREEMENT NO. 2021 -**

THIS AGREEMENT, made this 21st day of December 2021, by and between the CITY OF WASCO, hereinafter called "City," and *BHT Engineering, Inc.*, hereinafter called "Engineer."

### **WITNESSETH:**

WHEREAS, City wishes to hire BHT Engineering for Engineering Services as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Engineer to perform the Services pursuant to the terms and conditions of this Agreement, and Engineer is agreeable thereto.

3. Engineer agrees to complete the Services on a time and materials basis, utilizing the employee rates attached hereto as Exhibit "A" and by this reference made a part hereof (the "Fee") for a total price of not to exceed \$45,376.00 which shall represent the full and complete compensation due and owing. Engineer shall bill City by invoices no more often than monthly for the Services. Each invoice shall set forth the Services performed and the amount due and owing, which may be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, each invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Upon approval by the City Council, the invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.

(a) Engineer acknowledges that *State and Federal* funds are being utilized to assist in the funding of the construction required in this Agreement and agrees that any required terms, conditions, or covenants related to the funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement.

4. Engineer shall complete the Services within an approved amount of days from the date of a Notice to Proceed from the City. In the performance of Engineer's

duties hereunder, Engineer shall provide all vehicles, tools, personnel, equipment, supplies, and all such other items as are necessary or convenient to completing the Services at Engineer's sole cost and expense. Information, data, plans and specifications, and all other documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer hereby assigns all of its copyrights and interests therein to City, irrevocably and forever, and agrees that City shall be the owner of all such copyrights.

## 5. NULL

6. Engineer and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder.

7. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8. (a) Engineer shall indemnify, defend, and hold harmless City, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from Engineer's negligence, fraud, willful misconduct, criminal conduct, errors, and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Engineer, Engineer's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

(b) In the event Engineer is a "design professional" as defined in Civil Code Section 2782.8, the Engineer shall indemnify, defend and hold harmless City, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Engineer and only for the Engineer's proportionate percentage of fault.

9. Engineer represents and warrants that Engineer has workers compensation insurance as required by statute. Engineer represents and warrants that Engineer has professional errors and omissions insurance coverage in amounts not less than \$1 million per claim. Engineer represents and warrants that Engineer has general public liability

insurance in the amount of \$1,000,000 per occurrence, and Engineer shall name City, its officers, councilmembers, and employees as additional insureds on its general liability insurance policy, which shall be primary to any liability insurance policy or joint powers coverage maintained by the City and which shall provide City with at least ten days prior notice to termination or reduction in coverage.

10. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Engineer is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Engineer in writing, and this Agreement shall be immediately terminated thereafter. In addition to the foregoing, City may terminate this Agreement upon ten (10) days written notice to Engineer at City's sole and absolute discretion. In the event of any termination, Engineer shall be entitled to payment for Engineer's performance of its obligations hereunder to the date of termination except for that performance which is the subject of Engineer's default, subject to City's approval and acceptance of Engineer's performance.

11. a) Information, data, plans and specifications, and all other documents prepared by Engineer or others for City or on behalf of City shall be retained and maintained for City by Engineer in its office at no additional cost to City, with a final set to be delivered to City digitally, manually and/or hand carried. Engineer shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City.

(b) All documents produced, written, authored, coauthored, or prepared by Engineer pursuant to this Agreement or in which Engineer has had any input whatsoever (the "City Documents") shall belong to City and City shall be the sole owner of same whether maintained on City premises or at Engineer's offices. Engineer hereby assigns all copyrights to the foregoing to City. Any City Documents maintained at Engineer's offices shall be transferred to City upon City's request at no charge to City. Any City Documents maintained at Engineer's offices shall not be destroyed or removed without City's prior written consent, provided, however, that if Engineer does not wish to maintain them and City will not agree to their destruction, Engineer shall have the right to return them to City and City shall accept them. Engineer shall release all City Documents as instructed by City in writing from time to time.

12. The City, Engineer, and all subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

13. The Engineer agrees to comply with the State and Federal prevailing wage determinations (whichever is the higher of the two) as described in Sections 1720 et seq. of the California Labor Code. These wage determinations and regulations are considered a part of this Agreement.

14. Engineer shall not assign any portion of this Agreement to any other person or entity without City's prior written consent, which consent may be given, denied, or conditioned in City's sole and absolute discretion.

15. If this Agreement or any portion of same shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect as if the invalid portion had not been included therein.

16. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery or such date as shown on the overnight carrier's records, (b) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission, or (e) when sent by electronic mail ("email"). The following addresses shall be used: City – City Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7214, Email – [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org); and Engineer – BHT Engineering 218 S. H Street, Suite 201 Bakersfield, California 93304 Fax - (661) 558-4641, Email – [Juan@bhtengineering.com](mailto:Juan@bhtengineering.com). Any party may change any of the foregoing as it relates to the party by giving written notice to the other party in the manner set forth herein.

17. This Agreement may be amended only by a writing executed by all parties.

18. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties and shall not create a rebuttable presumption against the party who drafted same.

19. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective.

20. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Engineer shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual except as described in Section 14.

24. The parties hereby incorporate the terms and conditions set forth in Exhibit "C" attached hereto and by this reference made a part hereof. To the extent of any conflict or inconsistency between the provisions contained within the text of this Agreement and those in Exhibit C, the terms of Exhibit C shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

\_\_\_\_\_  
**M. SCOTT HURLBERT**, City Manager,  
City of Wasco, California

[\_\_\_\_\_] , *Engineer*

By: \_\_\_\_\_

Name:

Its:



## EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2<sup>nd</sup> Tier SubconsultantConsultant BHT Engineering, Inc.Project No. STPHIPL 5287 (059) Contract No. TBD Date 08/11/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Professional Engineer	Juan M Pantoja*	114.00	\$ 140.00	\$ 15,960.00
Sr Project Manager	Ramon H Pantoja & Miguel H Pantoja	68.00	\$ 130.00	\$ 8,840.00
2-per Survey Crew**	Juan M Pantoja & Ramon H Pantoja	24.00	\$ 280.00	\$ 6,720.00
Admin Assistant	Andrea Pantoja-Diana Rangel	34.00	\$ 60.00	\$ 2,040.00

**LABOR COSTS**a) Subtotal Direct Labor Costs \$ 33,560.00

b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 33,560.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00% ) e) Total Fringe Benefits [(c) x (d)] \_\_\_\_\_f) Overhead (Rate: 0.00% ) g) Overhead [(c) x (f)] \_\_\_\_\_h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] \_\_\_\_\_j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \_\_\_\_\_**FIXED FEE**k) **TOTAL FIXED FEE [(e) + (j)] x fixed fee 0.00% ]** \_\_\_\_\_**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	360	EA	\$ 0.60	\$ 216.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 216.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**Subconsultant 1: BSK Associates - No Soil-cement option \$ 11,600.00

Subconsultant 2: \_\_\_\_\_

Subconsultant 3: \_\_\_\_\_

Subconsultant 4: \_\_\_\_\_

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 11,600.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 11,816.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 45,376.00**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	100%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Juan M. Pantoja Title \*: Principal Engineer/CEO  
Signature : JUAN M. PANTOJA Date of Certification (mm/dd/yyyy): 08/11/2021  
Email: juan@bhtengineering.com Phone Number: (661) 558-4641  
Address: 218 S. H St, Suite 201, Bakersfield, CA 93304

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Preliminary Engineering



August 11, 2021  
COST PROPOSAL

**City of Wasco - STPHIPL 5287 (059) - Palm Avenue Pavement Rehabilitation Project - PE Phase**

SCOPE OF WORK	Staff	Estimated Hours	Rate / hr.	Total
<b>Project Mangement, Meetings and Coordination</b>				
Coordinate with City Staff for project's concept and direction. Schedule meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City, and preparing all submissions for the City to submit to Caltrans Local Assistance. Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and Involving.	Sr. Civil Engineer	10	\$ 140.00	\$ 1,400.00
	Sr. Proj. Manager	6	\$ 130.00	\$ 780.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Environmental Compliance NEPA:</b>				
Coordination Caltrans Staff to clear project under NEPA. Preparation of PES Form	Sr. Civil Engineer	16	\$ 140.00	\$ 2,240.00
	Sr. Proj. Manager	8	\$ 130.00	\$ 1,040.00
	Clerical	2	\$ 60.00	\$ 120.00
<b>Topographic Survey and Mapping</b>	Chief of Party	24	\$ 145.00	\$ 3,480.00
Perform field engineering surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance	Instrument Man	24	\$ 135.00	\$ 3,240.00
Perform LIMITED data records search to determine existing right-of-way. Review aerial photos, perform utility survey and prepare findings and Basic topographic mapping. Prepare Right of Way certification for City's signature.	Sr. Civil Engineer	8	\$ 140.00	\$ 1,120.00
	Sr. Proj. Manager	6	\$ 130.00	\$ 780.00
	Clerical	4	\$ 60.00	\$ 240.00
<b>Utility Coordination</b>	Sr. Civil Engineer	8	\$ 140.00	\$ 1,120.00
Prepare and send letters to request as built information from utility facility owners and provide notification of upcoming work, for locates and utility adjustments.	Sr. Proj. Manager	2	\$ 130.00	\$ 260.00
	Clerical	2	\$ 60.00	\$ 120.00
<b>Geotechnical Design Report /Pavement Recommendation – By Sub-Consultant</b>				
BSK Associates will perform Field Investigation, Analysis and Reporting	LUMP SUM	1	\$ 11,600.00	\$ 11,600.00
Laboratory Testing-Soil Cement (optional)	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00
<b>Prepare Project Plans, Specifications, Estimates, Bid Preparation</b>	Sr. Civil Engineer	50	\$ 140.00	\$ 7,000.00
Perform preliminary and final project design: roadway geometric design, demolition, asphalt and base improvements, grading, street signage, street striping/markings improvements. The design team will prepare the project plans, specifications, and cost estimate. Technical specifications will conform to Caltrans 2018 standard specification. Design team to perform project site ground proofing survey with City Engineering Staff at 90% complete to confirm fit and finish of design to existing street improvements / topography / properties, etc	Sr. Proj. Manager	40	\$ 130.00	\$ 5,200.00
	Clerical	10	\$ 60.00	\$ 600.00
<b>Caltrans Encroachment Permit</b>				
Prepare and submit Encroachment Permit paperwork to Caltrans. Coordination for approval.	Sr. Civil Engineer	8	\$ 140.00	\$ 1,120.00
	Clerical	2	\$ 60.00	\$ 120.00
<b>Construction Phase Authorization</b>	Sr. Civil Engineer	8	\$ 140.00	\$ 1,120.00
Prepare and submit the Request for Authorization to Proceed with Construction package to Caltrans. Includes DBE goal calculations for construction phase.	Sr. Proj. Manager	4	\$ 130.00	\$ 520.00
	Clerical	2	\$ 60.00	\$ 120.00
<b>Bidding Phase</b>	Sr. Civil Engineer	6	\$ 140.00	\$ 840.00
Coordinate with City Staff for the advertisement of the project. Assist City to respond to request for information, prepare addendums, Perform design revisions, additions, etc. Attend pre-bid and site walk meeting.	Sr. Proj. Manager	2	\$ 130.00	\$ 260.00
	Clerical	2	\$ 60.00	\$ 120.00
Mileage - 62 miles round trip x 5 trips = 310 miles + mileage around town	Milage	360	\$ 0.60	\$ 216.00

**Total (not to exceed) = \$ 45,376.00**

**Total - Soil Cement Option (not to exceed) = \$ 47,876.00**

**NOTES:**

\*This total estimated time is considered a maximum amount based on expected scope of work. Scope of work changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.

**Not Included In this Proposal:**

- \* ADA detail design. Based on our field review, the existing curb ramps seem to meet ADA standards, note that a detail field survey could change this
- \* No Special Studies: Biological Survey, Cultural, etc.
- \* Detail Right-of-way search/map - It is anticipated that all construction work will occur within existing right-of-way
- \* Advertisement and Processing Costs - by City
- \* CEQA Clearance - by City

**EXHIBIT "B"**  
**CITY OF WASCO CALTRANS FEDERALLY FUNDED PROJECTS PROVISIONS**

**ARTICLE I COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**ARTICLE II RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

**ARTICLE III AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.



- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE IV EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is

terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## **ARTICLE V STATE PREVAILING WAGE RATES**

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction Engineer or one of its sub Engineers solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

### **D. Payroll Records**

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
- 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the 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 prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
  2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

## **ARTICLE VI CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of



execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE VII REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE VIII PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE IX NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **ARTICLE X DEBARMENT AND SUSPENSION CERTIFICATION**

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

#### **ARTICLE XI DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is \_\_\_\_\_%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance Under 49 CFR 26.13(b):
- CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Engineers License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.

2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier SubEngineers and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its



responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime Engineer/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Keri Cobb, Community Development Director

**DATE:** December 21, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Sign and Execute an Amendment to an Agreement No. 2020-060 between the City of Wasco and SMS Landscape Architecture to provide On-call Landscape Architecture Services for the City.

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**Recommendation:**

Staff recommends the adoption of a resolution authorizing the City Manager to Sign and Execute an amendment to an agreement No. 2020-060 between the City of Wasco and SMS Landscape Architecture to provide on-call landscape architecture services for the City.

**Background:**

On November 3, 2020, the City Council authorized the City Manager to enter into an agreement with SMS Landscape Architecture to provide on-call landscape architecture services. The approved agreement had a one-year term.

**Discussion:**

The attached amendment retroactively extends this agreement and adds two years. Staff has been pleased with the services provided by SMS Landscape Architecture and intends to continue to use their services during on the downtown streetscape redesign project and various other City landscape design projects.

**Fiscal Impact:**

The City will absorb the cost of any landscape architecture work associated with City initiated projects. All task orders associated with a development application or active grant project will be billed to the project applicant or appropriate grant.

**Attachments:**

1. Original Agreement No. 2020-060
2. Resolution
3. Agreement Amendment



**ON CALL CONSULTANT SERVICES AGREEMENT NO. 2020 - 060**

THIS AGREEMENT made this 3<sup>rd</sup> day of November 2020, by and between the CITY OF WASCO, a municipal corporation (the "City"), and STEPHANIE M. SANDERS, dba SMS LANDSCAPE ARCHITECTURE (the "Consultant").

**W I T N E S S E T H :**

**WHEREAS**, City wishes to contract with Consultant to provide landscape and irrigation design and landscape plan review (the "Consulting Services") more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof that may be required by the City from time to time under the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. During the term of this Agreement, Consultant shall serve at the pleasure of the City Manager's designee who shall be the Community Development Director until further written notice to Consultant. Consultant shall perform those Consulting Services requested by the City by written or email direction to Consultant and within the time frames and any other terms and conditions of the same described therein.

(a). Whenever Consulting Services are requested, Consultant shall submit a scope of work and cost proposal for the same, and City and Consultant shall negotiate, where necessary, over the terms of the same. Consultant shall place the terms agreed upon in a task order in substantially the form described in Exhibit "B" attached hereto and by this reference made a part hereof, sign it and submit it to the City for the Community Development Director's signature and same shall become an amendment to this Agreement.

(b) To the extent drawings and plans for a project will require City Council approval, the drawings and plans shall first be approved by the City Manager or his designee before being submitted to the City Council for its consideration. Once approved by the City Council, additional compensation based on Time and Materials as hereinafter described shall be payable to Consultant in the event City requests revisions to the drawings, plans, and other documents that, in City's reasonable discretion, will require additional work on the part of Consultant and in an amount reasonably determined by City.

(c) Consultant shall have access to the site of each project as

reasonably determined by City. Consultant may rely on the accuracy and completeness of all information, records, or other documents provided by City except as otherwise advised by City in writing.

3. Consultant shall receive payment for all Consulting Services performed by Consultant hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Consultant to such Consulting Services charged at the rate set forth in the Consultant's Rate Schedule attached hereto as Exhibit "C" and by this reference made a part hereof and including all reasonable costs incurred by Consultant. Unless modified by a task order, City shall pay all fees required by other agencies whose approval is necessary for the project described in the task order.

4. Consultant shall bill City no more often than monthly by an invoice for the Consulting Services provided. City Manager shall have the right to a reasonable review of each invoice, and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice, the same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. Notwithstanding any other provision to this Agreement, City may contract with any other Consultants to perform any Consulting Services otherwise described herein and shall have no obligation or responsibility to utilize Consultant for any such Consulting Services. Consultant shall not provide services for projects within City to any entity or individual other than City without the prior written consent of the City.

6. Information, data, plans and specifications, Consultant's estimates, and all other project documents drafted or created by Consultant or on behalf of Consultant for City shall belong to City and Consultant hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Consultant for City or on behalf of Consultant for City shall be retained and maintained for City by Consultant in its offices at no additional cost to City. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Consultant shall not be liable for the use of any such files or documents for purposes other than their original intended purpose.

7. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, without limitation, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or in any way related to any negligent or intentional act, error, or omission by or on behalf of Consultant in the performance of Consulting Services under this contract.



8. The term of this Agreement shall be for 12 months from the date of this Agreement. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Consultant shall be entitled to payment for the work completed by Consultant prior to the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax – (661) 758-7239, Email – [daortiz@cityofwasco.org](mailto:daortiz@cityofwasco.org), or if to Consultant – Stephanie M. Sanders, 11811 Dakota Hills Ave, Bakersfield, California 93312, Email – [steph@smslandscapearchitecture.com](mailto:steph@smslandscapearchitecture.com). Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

10. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement and the projects arising hereunder constitute the entire Agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. This Agreement or any amendment to the same may be executed in counterparts.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

15. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

17. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

18. City and Consultant acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party, so drafting the Agreement.

19. Without limiting Consultant's obligations under Paragraph 7 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million per claim; and

(c) Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

20. Consultant is an independent contractor under this Agreement and is not an agent or employee of City.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

DocuSigned by:

*Daniel Ortiz Hernandez*

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DANIEL ORTIZ HERNANDEZ, City Manager, City of Wasco, California, "City"

DocuSigned by:

*Stephanie M. Sanders*

2C452FA48769478...

STEPHANIE M. SANDERS dba SMS  
Landscape Architecture



## **EXHIBIT "A"**

### **Scope of Services**

#### **Landscape Architectural Services**

##### **Services Provided**

- Landscape Design
- Irrigation Design
- Landscape Plan Reviews
- Community meetings
- Staff meetings
- Conceptual plans
- Conceptual plan design development
- Plan view rendering
- Landscape perspectives
- Landscape construction documents, including site layout, planting, irrigation, specifications, and details
- Landscape construction specification and bid packages (cost estimates provided by Consultant shall not be construed to provide a guarantee or warranty of actual construction costs when bids are awarded)
- Landscape plan review
- Soils Report and Soils Surveys.
- Stormwater Pollution Prevention Plan (SWPPP), submittal to the State Water Resources Control Board, site inspections and/or Best Management Practices (BMP) placement, setting or maintenance
- Three-dimensional renderings, modeling, and/or computer animation.
- Electrical Engineering -- Landscape Architect shall coordinate with Client's or SMS Landscape Architecture's preferred Electrician and/or Electrical Engineer. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.
- Structural Engineering – Landscape Architect, shall coordinate with Client's or SMS Landscape Architecture's preferred Structural Engineer. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.
- Mechanical Engineering – Landscape Architect, shall coordinate with Client's or SMS Landscape Architecture's preferred Mechanical Engineer. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.
- As-Built Drawings.
- Permits, bonds, or plan check fees required by Governing Agencies.
- HOA, Maintenance, or any other guidelines as described in SMS Landscape Architecture's landscape documents.
- Surveys, geologic reports, and photography of any nature – Landscape Architect shall coordinate with Client's or SMS Landscape Architecture's preferred Geologist, Biologist, and/ or

Surveyor. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.

- Any signage not designed by the Landscape Architect shall be the responsibility of others to provide construction documents and approval. SMS Landscape Architecture shall provide coordination as needed.
- Hydraulic calculations and construction documents outside of standard irrigation hydraulics – Landscape Architect shall coordinate with hydraulic consultants for elements such as pools, spas, and fountains. It shall be the Client and/or Contractor's responsibility to obtain all permits, bonds, and fees.

CITY OF WASCO  
ORIGINAL

**EXHIBIT "B"**  
**[Form of Task Order]**

Work Authorization and Task Order No. \_\_\_\_\_  
Project Name \_\_\_\_\_  
Job No. \_\_\_\_\_

1. Project Title:
  
2. Project Description:
  
3. Scope of Work / Tasks:
  
4. Period of Performance:
  
5. Budget – Hourly or fixed (include not to exceed amount):
  
6. **Special Terms and Conditions:** All the terms and conditions of the agreement between the City of Wasco and SMS Landscape Architecture dated November 3, 2020, are incorporated by reference as if fully set forth herein.

**SMS Landscape Architecture**

**City of Wasco**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**EXHIBIT "C"**  
**[Standard Fee Schedule]**

**Compensation**

Compensation for the Services to be performed under this Agreement shall be in accordance with the professional fee schedule below.

**Professional Fee Schedule**

SMS Landscape Architecture provides its clients with consulting services in landscape architecture, land planning commercial, industrial, public, and urban design, as well as stormwater pollution prevention planning and inspection. Compensation for these services is based upon the following schedule of fees and charges.

Hourly Fees for Professional and Support Staff:		Rate/Hour
Landscape Architect		\$140.00
Qualified SWPPP Developer		\$115.00
Qualified SWPPP Practitioner	\$95.00	
Clerical:	\$30.00	
In-house plotting costs:		

Plotting Costs per sheet	12x18	24x36 (D)	30x42 (E)	Oversiz
Bond (\$1.00 ft.)	\$ 1.50	\$ 6.00	\$ 9.00	Varies
Vellum/Mylar (\$2.50sq. ft.)	\$ 3.75	\$ 15.00	\$ 22.50	Varies
Color (\$5.00 sq. ft.)	\$ 7.50	\$ 30.00	\$ 45.00	Varies

**Project Related Expenses**

Outside consultant services, when requested or required by Client or project site-specific details (such as Project Biologist, Soil Reports, Structural Engineer, etc.) shall be invoiced at cost plus an additional fifteen percent (15%).

Outside expenses – plots, blueprint, vellum, mylar, overnight shipping, messenger service, etc. shall be invoiced at cost plus fifteen percent (15%).

Mileage portal to portal shall be billed at \$.54 per mile.

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF WASCO AND SMS LANDSCAPE ARCHITECTURE TO PROVIDE ON-CALL LANDSCAPE ARCHITECTURE SERVICES FOR THE CITY**

**WHEREAS**, the City wishes to amend an on-call consultant services agreement for certain planning and landscape architecture services to extend the agreement for two years; and

**WHEREAS**, the amendment to this agreement is attached as Exhibit "A."

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

**SECTION 1:** Authorizes the City Manager to execute an amendment to an agreement with SMS Landscape Architecture as shown in Exhibit "A."

**SECTION 2:** The amendment shall not be effective unless and until executed by the City Manager upon satisfaction of the requirements and contingencies identified herein.

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**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 -        was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 21, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

**FIRST AMENDMENT TO  
ON-CALL CONSULTANT SERVICES AGREEMENT NO. 2020-060(1)**

THIS AMENDMENT TO AGREEMENT (the "Amendment") made this 21<sup>st</sup> day of December 2021, by and between the CITY OF WASCO, a municipal corporation (the "City"), and STEPHANIE M. SANDERS, dba SMS LANDSCAPE ARCHITECTURE (the "Consultant").

**W I T N E S S E T H :**

**WHEREAS**, City and Consultant entered into that certain "On-Call Consultant Services Agreement" dated November 3, 2020 (the "Agreement"), and the parties wish to amend and extend the Agreement as more particularly described hereinafter.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise described herein.
3. The parties agree that each party continued to operate under the Agreement notwithstanding the expiration of its term on November 3, 2021, as if the term had not expired and agree that the term was thereby extended to December 31, 2021 (the "Term"). Each party agrees that all of its rights and obligations under the Agreement have been extended to December 31, 2021.
4. The parties hereby extend the Term to and through December 31, 2023. The parties amend Exhibit "C" to the Agreement to change the mileage reimbursement rate from \$.54 per mile to \$.56 per mile.
5. Except as amended herein, the Agreement and each of its terms and conditions are hereby reaffirmed. In the event of any inconsistency or ambiguity between the Agreement and this Amendment, the terms of this Amendment shall control.
6. This Amendment may be executed in counterparts. A facsimile or electronic copy of this fully executed Amendment shall be as effective as the original for all purposes.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

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**M. SCOTT HURLBERT**, City Manager, City of  
Wasco, California, "**City**"

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**STEPHANIE M. SANDERS** dba SMS  
Landscape Architecture



## STAFF REPORT CITY OF WASCO

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Isarel Perez-Hernandez, Finance Director

**DATE:** December 21, 2021

**SUBJECT:** Receive and File the Investment Report for the month ended November 30, 2021.

---

### **Recommendation:**

Staff recommends the City Council receive and file the Investment Report for the month ended November 30, 2021.

### **Background:**

This report is prepared and presented to the City Manager and City Council pursuant to the City's Investment Policy requirements and the California Government Code. The City's investment policy requires the Treasurer or Chief Fiscal Officer to render monthly investment reports to the City Manager and the City Council and requires certain information about the City's investments be presented in the report and that the report contains statements that:

- 1) The City is in compliance with its investment policy; and
- 2) The City is able to meet its expenditure requirements for the following six (6) months or provide an explanation of why sufficient funds will or may not be available.

The City's investment strategy continues to prioritize its investment opportunities on the following; in order of importance:

- 1) Safety;
- 2) Liquidity; and
- 3) Yield

This strategy is consistent with the Government Code and stresses keeping the citizens' funds safe and available for operations rather than attempting to maximize returns by making riskier investments.

The Finance Department has prepared the Investment Report for the month ended November 30, 2021. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

**Discussion:**

The market value of the City's total cash and Investments on November 30, 2021, was \$51,000,219 compared to \$50,062,024 on October 31, 2021. This is a \$938,195 increase from the previous month (\$922,254 increase on a cost basis).

The \$3,508,059 decrease in cash on hand from October to November was primarily driven by an investment transfer of \$2,500,000 into the Local Agency Investment Fund ("LAIF") and the first quarterly payment of the Sheriff contract totaling \$1.1 million dollars.

As of November 30, 2021, the City has \$37.8 million (74.22%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.24 % during the quarter (ended September 30, 2021). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$7.1 million (12.30%) of the City's Cash and Investment Portfolio. The City also has \$1.5 million (3.03 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.05 % is the average earned by a 3-month Treasury Bill during the month ended November 30, 2021, and the long and medium-term benchmark of 0.67 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended November 30, 2021, was 0.18%.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

**Fiscal Impact:**

There is no fiscal impact from this action.

**Attachments:**

1. Investment Report for the month ended November 30, 2021.





**Investment Report**  
**Tuesday, November 30, 2021**

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
<b>Investments</b>							
<b>Local Agency Investment Fund (LAIF) - Beginning</b>	available quarterly	0.05%	35,167,686	35,352,740			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			2,500,000	2,500,000			
<b>Local Agency Investment Fund (LAIF) - Total</b>			37,667,686	37,852,740	7	74.22 %	0.01
<b><u>Other Cash Pools:</u></b>							
CSJVRMA Investment Pool	0.91%	0.05%	2,266,138	2,281,830	7	4.47 %	0.00
Cal Trust Short Term Money Market Fund	0.16%	0.05%	1,591,131	1,601,124	1	3.14 %	0.03
Cal Trust Medium Term Money Market Fund	0.37%	0.67%	3,228,095	3,272,609	3	6.42 %	0.00
<b><u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u></b>							
Certificates of Deposit	2.84%	0.67%	1,250,000	1,291,860	2,007	2.53 %	0.03
Money Market Funds (November 30, 2021 )	0.01%	0.05%	255,066	255,066	1	0.50 %	0.00
<b>Investments current month (November 30, 2021)</b>			46,258,117	46,555,229			0.03
<b>Investments previous month (October 31, 2021)</b>			44,327,803	44,608,974			
<b>Net Investment Increase(Decrease) (November 30, 2021)</b>			1,930,314	1,946,255			
<b>Cash on Hand (November 30, 2021)</b>			6,944,990	6,944,990	1	14.92 %	0.00
Cash Transfer to LAIF			(2,500,000)	(2,500,000)			
			4,444,990	4,444,990			
<b>Cash on Hand previous month (October 31, 2021)</b>			7,953,050	7,953,050	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			(3,508,059)	(3,508,059)			
<b>Total Cash and Investments (November 30, 2021)</b>			50,703,107	51,000,219			
<b>Total Cash and Investments previous month (October 31, 2021)</b>			49,780,853	50,062,024			

- (i) *The City's Portfolio of Investments comply with the City's Investment Policy.*
- (ii) *According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.*

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .18%

(\*) August include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services  
November 30, 2021

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value <sup>(1)</sup>	Days	% of Portfolio	WAM <sup>(2)</sup>
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	255,662.50	295	0.49 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	255,295.00	309	0.49 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	255,637.50	377	0.49 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	262,580.00	653	0.49 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	262,685.00	660	0.49 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,291,860.00	2,007	2.53 %	0.03
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	12/1/2021	255,066	255,066	1	0.50 %	0.00
Total Held by Unionbanc Investment Services					1,505,066	1,546,926	2,008	3.03 %	0.03

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Isarel Perez-Hernandez, Finance Director

**DATE:** December 21, 2021

**SUBJECT:** Adopt a Resolution Approving the Statement of Revenues and Expenditures from Development Impact Fees.

---

### **RECOMMENDATION:**

Staff recommends the City Council adopt a resolution approving statements of revenues and expenditures from development impact fees.

### **DISCUSSION:**

#### **Background**

The City has adopted development impact fees for five services under which new development pays for its fair share of the facilities needed to service it:

- Water
- Wastewater
- Solid Waste
- Traffic
- Parkland

These fees were adopted within the regulatory guidelines of Government Code Section 66000 (commonly known as AB 1600) that sets forth requirements for the adoption and administration of new development related fees for both regulatory services (such as planning application fees and building permits) and mitigation of facility impacts (development impact fees).

Additionally, AB 1600 requires that within 180 days of the close of each fiscal year, the City will make available to the public an accounting of revenues and expenditures of these fees. The Council will review that information at its next regular public meeting. AB 1600, which was revised with the passage of SB 1693, outlines the information to be included in the report as follows:

- Brief description of the type of fee.
- Amount of the fee.

- Beginning and ending balance of the account.
- Amount of the fees collected and any interest earned.
- Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with the fees.
- If an agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, when construction of the improvement will commence.
- Description of each interfund transfer or loan.
- Amount of any refunds.

Detailed statements of revenues, expenditures, and balances, as well as other reporting requirements, have been prepared for each of the development impact fees and are included in the attached resolution.

### **Impact Fee Statements for Fiscal Year 2020-21 and Prior Years**

In researching prior year reporting of development impact fees, we found that reports have not been prepared for Council review since 2011 for the fiscal year ending June 30, 2010. Accordingly, in bringing City reporting current, the attached statements include revenues collected, related expenditures, and remaining balances since 2011 through 2020-21. Following this "catch-up," future reports will only focus on the most recent completed fiscal year. It should be noted that only the percentage of the expenditures attributable to future development are identified for funding from the impact fees. The fee schedules in place during 2020-21 are also provided.

The following summarizes revenues, expenditures, and balances for each fee as of June 30, 2021.

#### ***Development Impact Fee Summary***

	Water	Wastewater	Solid Waste	Traffic	Parkland
Beginning Balance: July 1, 2010	141,062	2,397,707	583	659,056	151,186
Plus:					
Fees Collected	2,907,597	3,318,520	159,221	1,644,978	970,560
Interest Earned	-	-	-	97,912	4,042
Less:					
Project Costs	(3,418,665)	(3,980,403)	(889,916)	(316,300)	(387,288)
Refunds	-	-	-	-	-
Ending Balance: June 30, 2021	(\$370,006)	\$1,735,824	(\$730,112)	\$2,085,645	\$738,501

As reflected above, there are negative balances for water and solid waste. This means that future collections can be used to reimburse prior year costs.

### **ATTACHMENT**

1. Resolution

## **RESOLUTION NO. 2021-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE STATEMENT OF REVENUES AND EXPENDITURES FROM DEVELOPMENT IMPACT FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 66000 (AB 1600)**

**WHEREAS**, the City of Wasco has received and expended fees imposed on new development in connection with water, wastewater, solid waste, traffic, and parkland facilities needed to serve it (development impact fees) in accordance with the provisions of Government Section 66000 (AB 1600); and

**WHEREAS**, in accordance with AB 1600, the City has established and maintained separate capital facilities accounts and maintained such separate capital facilities accounts in a manner to avoid any commingling of development impact fees with other revenues and funds of the City, except for temporary investments, and has expended those fees collected for the sole purpose for which they were collected; and

**WHEREAS**, AB 1600 provides that the City shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year the following information:

- A. A brief description of the type in the account.
- B. The amount of the development impact fee.
- C. The beginning and ending balance of the account.
- D. The amount of the Reportable Fees collected and the interest earned.
- E. An identification of each project of the City on which fees were expended and the amount of the expenditures on each project, including the total percentage of the cost of the Project that was funded with the fees.
- F. An identification of an approximate date by which the construction of a project will commence if the City determines that sufficient funds have been collected to complete financing on an incomplete project, as identified in paragraph (2) of subdivision (a) of Section 66001, and the project remains incomplete.
- G. A description of each interfund transfer or loan made from the account, including the Project on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account will receive on the loan.
- H. The amount of any refunds; and

**WHEREAS**, AB 1600 requires that the City Council review the information made available to the public at the next regularly scheduled public; and

**WHEREAS**, the City has complied with all of the foregoing provisions.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WASCO HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** Pursuant to AB 1600, the City has made available to the public the requisite information and proposed findings concerning collection and expenditure of development impact fees as set forth in the attached reports.

**SECTION 2.** All development impact fee collections and expenditures have been received, deposited, invested, and expended in compliance with the relevant sections of AB 1600.

**SECTION 3.** No refunds and allocations of development impact fees are deemed payable at this time.

**SECTION 4.** The City is in compliance with AB 1600 relative to receipt, deposit, investment, expenditure, or refund of development impact fees.

**SECTION 5.** The City anticipates expending any balances for eligible capital improvement projects within the next five years.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. \_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on December 21, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**GILBERTO REYNA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio  
Clerk of the Council of the  
City of Wasco



**Attachment 1**  
**City of Wasco**  
**WATER DEVELOPMENT IMPACT FFES**  
**Statement of Revenues and Expenditures**

For purpose of compliance with Government Code Section 66000 the following information regarding AB 1600 fees is presented:

*Government Code Section 66006 (b)(1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Water Impact Fee** - The purpose of this fee is to finance water capital improvements including new well development, water line expansion or capacity increases, and other improvements in accordance with the current Water System Impact Fee Engineering Study all of which arise from increased demands of new developments.

*(B) The amount of the fee.*

Developments shall be charged based on the pipe connection size a minimum of the following fees:

a. 3/4":	\$2,095.
b. 1":	\$3,775.
c. 1 1/2":	\$8,380.
d. 2":	\$14,875.
e. 3":	\$33,730.
f. 4":	\$59,708.
g. 6":	\$134,499.
h. 8":	\$239,249.
i. 10":	\$373,748.
j. 12":	\$538,206.

\*If the connection is larger than 2" it will be required that an estimate be submitted to the City to report the developments expected daily water consumption and it shall be charged at a rate of \$2.19 per gallon of anticipated average daily usage.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning Balance: July 1, 2010	141,062
Plus:	
Fees Collected	2,907,597
Interest Earned	-
Less:	
Project Costs	(3,418,665)
Refunds	-
Ending Balance: June 30, 2021	<u>(370,006)</u>

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

Project Description	Fiscal Year	Total Project Costs	Fees Used	% of Total Costs
DESIGN/SPEC WATER STORAGE	2011-2012	50,055.20	50,055.20	100%
12" WATER LINE @ MCCOMBS & PALM	2012-2013	117,991.88	117,991.88	100%
TRACT 6600 - WATER IMPROVEMENTS FY12/13	2012-2013	380,023.00	380,023.00	100%
SCADA Software Upgrade	2016-2017	172,942.99	172,942.99	100%
WELL #14 (REPLACE WELL #5)	2017-2018	47,059.66	35,294.75	75%
WELL #14 (REPLACE WELL #5)	2018-2019	972,620.64	729,465.48	75%
WELL #14 (REPLACE WELL #5)	2019-2020	1,190,722.48	893,041.86	75%
WELL #14 (REPLACE WELL #5)	2020-2021	1,047,800.30	785,850.23	75%
Well 8 Replacement	2020-2021	533,697.83	254,000.00	48%
			-	
Total Project Cost			<u>3,418,665.38</u>	

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Please see fiscal year 2021-2022 Capital Improvement Program (CIP) Budget for outstanding projects that the City of Wasco intends to fund with water impact fees.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during fiscal years 2010-2021.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during fiscal years 2010-2021.

**City of Wasco**  
**WASTEWATER DEVELOPMENT IMPACT FEES**  
**Statement of Revenues and Expenditures**

For purpose of compliance with Government Code Section 66006 the following information regarding AB 1600 fees is presented:

*Government Code Section 66006 (b)(1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(F) A brief description of the type of fee in the account or fund.*

**Wastewater Impact Fee** - The purpose of this fee is to finance sewer capital improvements including expansion of the wastewater treatment plant, trunk lines, and the facilities appurtenant thereto that arise from increased demands of new developments.

*(G) The amount of the fee.*

Sewer trunk like charges:

The trunk line charges shall be determined and based upon the water service line size:

- a. With 3/4-inch water line: \$480 PDU.
- b. With 1-inch water line for two or less units: \$480 PDU.
- c. 1-1/2-inch water service line for four units or less: \$1,395.
- d. 2-inch water service line for five units or less: \$1,740.
- e. 3 or 4-inch water service lines for 15 units or less: \$5,220 plus for each unit in excess of 15, and additional \$290 per unit
- f. Motels: \$175 PB

Treatment plant charges:

- a. Single-family residential and multiple-family units: \$3,400 per unit.
- b. Mobile homes in mobile home parks and apartments: \$3,400 per unit.
- c. Motels: \$1,224 per unit.
- d. Commercial and industrial: \$13.60 per GPD of effluent.

*(H) The beginning and ending balance of the account or fund.*

*(I) The amount of the fees collected and the interest earned.*

Beginning Balance: July 1, 2010	2,397,707
Plus:	
Fees Collected	3,318,520
Interest Earned	-
Less:	
Project Costs	(3,980,403)
Refunds	-
Ending Balance: June 30, 2021	<u>1,735,824</u>

*(J) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:*

Project Description	Fiscal Year	Total Project Costs	Fees Used	% of Total Costs
SLUDGE ROLL OFF BIN	2010-2011	8,468.75	8,468.75	100%
SLUDGE ROLL OFF BIN	2010-2011	8,618.75	8,618.75	100%
SLUDGE CENTRIFUGE	2010-2011	2,282,375.53	2,282,375.53	100%
SLUDGE CENTRIFUGE	2011-2012	4,682.35	4,682.35	100%
ROLL OFF BIN FOR WWTP	2012-2013	6,509.78	6,509.78	100%
TRACT 6600 - SEWER IMPROVEMENTS	2012-2013	228,965.00	228,965.00	100%
Scada Upgrade WWTP	2016-2017	9,995.00	9,995.00	100%
WWTP LIFT/SUBMERSIBLE/FILTER PUMPS	2017-2018	115,025.61	115,025.61	100%
CENTRIFUGE PROJECT	2018-2019	747,461.11	747,461.11	100%
New Sludge Bins & Hydrolic Pump	2019-2020	24,154.99	24,154.99	100%
New Groundwater Monitoring	2020-2021	91,906.61	91,906.61	100%
Upgrade PCL	2020-2021	25,056.00	25,056.00	100%
New Vacuum Truck	2020-2021	427,183.75	427,183.75	100%
Total Project Cost			<u>3,980,403.23</u>	

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Please see fiscal year 2021-2022 Capital Improvement Program (CIP) Budget for outstanding projects that the City of Wasco intends to fund with sewer impact fees.

*(I) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during fiscal years 2010-2021.

*(J) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during fiscal years 2010-2021.

**Attachment 3**  
**City of Wasco**  
**SOLID WASTE DEVELOPMENT IMPACT FEES**  
**Statement of Revenues and Expenditures**

For purpose of compliance with Government Code Section 66006 the following information regarding AB 1600 fees is presented:

*Government Code Section 66006 (b)(1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(K) A brief description of the type of fee in the account or fund.*

**Solid Waste Impact Fee** - The purpose of this fee is to finance sanitation capital improvements. The costs of such capital improvements are apportioned based on a reasonable relationship between the fee and the type of development and the capital improvements necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare.

*(L) The amount of the fee.*

**Single Family Residential:**

- a. Lot with less than 50 feet fronting a roadway: \$192 per development.
- b. Lot with 50 to 75 feet fronting a roadway: \$195 per development.
- c. Lot with greater than 75 feet fronting a roadway: \$199 per development.

**Commercial, Industrial, and Multi-Family Residential:**

- a. Lot with less than 50 feet fronting a roadway: \$562 per development plus \$555 for each additional refuse container.
- b. Lot with 50 to 100 feet fronting a roadway: \$569 per development plus \$555 for each additional refuse container.
- c. Lot with 100 to 200 feet fronting a roadway: \$583 per development plus \$555 for each additional refuse container.
- d. Lot with greater than 200 feet fronting a roadway: \$600 per development plus \$555 for each additional refuse container.

*(M) The beginning and ending balance of the account or fund.*

*(N) The amount of the fees collected and the interest earned.*

Beginning Balance: July 1, 2010	583
Plus:	
Fees Collected	159,221
Interest Earned	-
Less:	
Project Costs	(889,916)
Refunds	-
Ending Balance: June 30, 2021	<u>(730,112)</u>

*(O) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:*

Project Description	Fiscal Year	Total Project Costs	Fees Used	% of Total Costs
BLACK & GREEN 95 GALLON RESIDENTIAL CONTAINERS	2010-2011	19,268.27	19,268.27	100%
BLACK AND GREEN CONTAINERS	2011-2012	62,971.29	62,971.29	100%
95 GALLON CONTAINERS	2012-2013	16,328.88	16,328.88	100%
95 GALLON EDGE CART- GREEN/BLACK CONTAINERS	2013-2014	4,121.00	4,121.00	100%
95 GALLONS CARTS	2013-2014	8,244.64	8,244.64	100%
2014 MAC TRUCK WITH BRIDGEPORT AUTOMATED SIDE LOADING BODY	2013-2014	241,221.70	241,221.70	100%
95 GALLON ROLL OUT CONTAINERS	2013-2014	4,992.40	4,992.40	100%
2018 GLOBAL STREET SWEEPER	2017-2018	372,011.22	372,011.22	100%
2018 REFUSE DISPOSAL TRUCK	2017-2018	321,513.91	160,756.96	50%
			-	
Total Project Cost			<u>889,916.36</u>	

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Please see fiscal year 2021-2022 Capital Improvement Program (CIP) Budget for outstanding projects that the City of Wasco intends to fund with sanitation impact fees.

*(K) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during fiscal years 2010-2021.

*(L) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during fiscal years 2010-2021.



**City of Wasco**  
**TRAFFIC DEVELOPMENT IMPACT FEES**  
**Statement of Revenues and Expenditures**

For purpose of compliance with Government Code Section 66006 the following information regarding AB 1600 fees is presented:

*Government Code Section 66006 (b)(1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(P) A brief description of the type of fee in the account or fund.*

**Traffic Impact Fee** - The purpose of this fee is to finance the construction of traffic improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City in accordance with the circulation element of the City's general plan.

*(Q) The amount of the fee.*

Fee:

Fee per daily trip      \$96.48

Calculation of Daily Trip Generation Rates:

The appropriate number of daily trips for a development will be determined pursuant to Chapter 13.24 of the Wasco Municipal Code (Ord #02-469). Section 13.24.80 of this Ordinance establishes two methods by which the number of daily trips may be calculated. They are as follows:

1. The number of daily trips for a particular project would be calculated based on the standard land use and trip generation factors established in the latest edition of the Institute of Transportation Engineer's "Trip Generation Handbook".
2. If the fee payer elects not to have the fee calculated in the above method, then he must prepare and submit to the City Engineer and independent fee calculation study for the project. This study must estimate the number of trips based on the specific project.

Amount of the Fee:

Amount of the Fee = Fee x Daily Trips Generated

*(R) The beginning and ending balance of the account or fund.*

*(S) The amount of the fees collected and the interest earned.*

Beginning Balance: July 1, 2010	659,056
Plus:	
Fees Collected	1,644,978
Interest Earned	97,912
Less:	
Project Costs	(316,300)
Refunds	-
Ending Balance: June 30, 2021	<u>2,085,645</u>

(T) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

Project Description	Fiscal Year	Total Project Costs	Fees Used	% of Total Costs
Advertising for Sustainable Communities Bike and Pedestrian Improvements	2017-2018	331.34	331.34	100%
Poplar Avenue Road Improvements	2018-2019	9,662.00	9,662.00	100%
Safe Routes to School Plan Update	2020-2021	24,167.87	24,167.87	100%
Total Project Cost			<u>34,161.21</u>	

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Please see fiscal year 2021-2022 Capital Improvement Program (CIP) Budget for outstanding projects that the City of Wasco intends to fund with traffic impact fees.

(M) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Transfer Description	Fiscal Year	Fees Used
Transfer to Street Division to fund Various Street Light and Crosswalk Construction Projects	2010-2011	61,687.58
Transfer to Street Division to fund Various Street Light and Crosswalk Construction Projects	2011-2012	82,218.21
Transfer to Street Division to fund Various Street Light and Crosswalk Construction Projects	2012-2013	78,767.39
Transfer to Street Division to fund Various Street Light and Crosswalk Construction Projects	2013-2014	(1,016.59)
Transfer to Engineering Division to fund a comprehensive pedestrian crossing study report	2019-2020	12,492.50
Transfer to Street Division to fund Various Pedestrian Safety Improvements	2019-2020	6,900.00
Transfer to Street Division to fund Various Pedestrian Safety Improvements	2020-2021	41,090.00
Total Transfers		<u>282,139.09</u>

(N) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during fiscal years 2010-2021.

**City of Wasco**  
**PARKLAND DEVELOPMENT IMPACT FEES**  
**Statement of Revenues and Expenditures**

For purpose of compliance with Government Code Section 66006 the following information regarding AB 1600 fees is presented:

*Government Code Section 66006 (b)(1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(U) A brief description of the type of fee in the account or fund.*

**Parkland Impact Fee** – The purpose of this fee is to finance the acquisition and development of community parks and recreational facilities. The City of Wasco has determined that new residential growth and development will create additional demand and need for neighborhood and community parks and recreational facilities. This new growth and development should pay a proportionate share of the cost of new parks and improvements to existing parks needed to serve the new growth and development.

*(V) The amount of the fee.*

When a fee is to be paid in lieu of land dedication for neighborhood parks, the amount of such fee shall be calculated using the following formula:

$$\begin{array}{ccccccc} \text{AVERAGE PERSONS} & \times & \text{NUMBER OF} & \times & 0.003 & \times & \text{FAIR MARKET} & = \text{FEE} \\ \text{PER DWELLING} & & \text{DWELLING} & & & & \text{VALUE PER ACRE} & \\ \text{UNIT}^* & & \text{UNITS} & & & & & \end{array}$$

\* Determined from latest census data

When a fee is to be paid in lieu of land dedication for community parks, the amount of such fee shall be calculated using the following formula:

$$\begin{array}{ccccccc} \text{AVERAGE PERSONS} & \times & \text{NUMBER OF} & \times & 0.0025 & \times & \text{FAIR MARKET} & = \text{FEE} \\ \text{PER DWELLING} & & \text{DWELLING} & & & & \text{VALUE PER ACRE} & \\ \text{UNIT}^* & & \text{UNITS} & & & & & \end{array}$$

\* Determined from latest census data

*(W) The beginning and ending balance of the account or fund.*

*(X) The amount of the fees collected and the interest earned.*

Beginning Balance: July 1, 2010	151,186
Plus:	
Fees Collected	970,560
Interest Earned	4,042
Less:	
Project Costs	(387,288)
Refunds	
Ending Balance: June 30, 2021	<u>738,501</u>

*(Y) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:*

Project Description	Fiscal Year	Total Project Costs	Fees Used	% of Total Costs
ANNIN AVENUE RECREATION PARK	2010-2011	20,616.34	20,616.34	100%
BARKER PARK BATHROOM PROJECT	2010-2011	32,900.00	32,900.00	100%
CORMACK PARK T-BALL FIELD/PRACTICE FIELD	2011-2012	38,796.00	38,796.00	100%
WESTSIDE PARK RESTROOM ELECTRICAL AND LIGHTING	2013-2014	25,720.00	25,720.00	100%
BARKER PARK WALKING PATH	2013-2014	40,780.22	40,780.22	100%
BARKER PARK WALKING PATH	2014-2015	480.25	480.25	100%
BARKER PARK BATHROOM PROJECT	2015-2016	48,313.52	48,313.52	100%
WESTSIDE PARK SOLAR LIGHTING	2018-2019	179,681.38	179,681.38	100%
Total Project Cost			<u>387,287.71</u>	

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Please see fiscal year 2021-2022 Capital Improvement Program (CIP) Budget for outstanding projects that the City of Wasco intends to fund with parkland impact fees.

*(O) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during fiscal years 2010-2021.

*(P) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during fiscal years 2010-2021.