



AGENDA

Regular City Council Meeting,

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

Tuesday, May 2, 2023 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

Public advisory: Face masks are recommended. The City Council chamber is open and accessible to the public.

View the meeting Live on the city's website

<https://www.cityofwasco.org/306/city-council-meeting-videos> subject to technical limitations.

ACCESSIBILITY: In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the City Council meeting, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org within 48 hours of the meeting or sooner.

The following is provided to assist with public participation:

AGENDA AVAILABILITY: The City Council Agenda is posted on the bulletin board at the entry of City Hall 746 8th Street, Wasco, at the entrance of 764 E Street, Wasco, and at the entry of the Sheriff's Office 748 F Street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City's website at www.cityofwasco.org.

Agenda Materials: City Council agenda materials are released no later than 72 hours prior to a meeting and are available to the public at the City Clerk's Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at <https://www.cityofwasco.org/AgendaCenter>

PUBLIC COMMENTS: **All public comments are subject to a 2-minute limit, and a maximum of Thirty (30) minutes will be allowed for any subject.** To provide your comments to the City Councilmembers regarding matters, not on the agenda or a specific item on the agenda, you may address your comments IN PERSON. Before making your presentation, you will be asked to state your name for the record. If you would like to submit a written public comment, please email the City Clerk at cityclerk@cityofwasco.org no later than **4:00 p.m. May 2, 2023**. Please clearly indicate which agenda item number your comments pertain to. Every effort will be made to read your comment into the record; If a comment is received after the specific time

mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting. Still, it will not be read into the record.

Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

SPANISH INTERPRETATION: If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org. **Subject to availability**, notifying at least 48 hours before will usually enable the City to make arrangements.

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del Secretario de la Ciudad al 661-758-7215 o por correo electrónico a cityclerk@cityofwasco.org. La notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer arreglos. **Sujeto a disponibilidad.**

GETTING TO KNOW YOUR AGENDA

Agenda Sections:

CONSENT CALENDAR Items are routine items that are not expected to prompt discussion. All items are considered for approval at the same time with one vote. Councilmembers, staff, and the public may request items be removed, and members of the public may comment on an item. Items removed from the Consent Calendar are discussed after the vote on the remaining Consent Calendar items.

PUBLIC COMMENT allows the public to address the Council on any matter not listed on the agenda that is within the jurisdiction of the Council. In compliance with the Brown Act, the Council cannot take action on matters not listed on the agenda.

PUBLIC HEARINGS are held on matters specifically required by law. The Mayor will ask for presentations from the staff, the proponent, or the applicant involved (if applicable) in the matter under discussion. Following the Mayor will open the public hearing and ask for public comments. Following the questions from the Councilmembers. The Mayor closes the hearing, and the City Council may discuss and take action.

DEFERRED ITEMS: these are items that were postponed or delayed for specific reasons and are brought back to the Council for consideration. These items are expected to cause discussion and/or action by the Council. Staff may make a presentation, and Councilmembers may ask questions of staff and involved parties before the Mayor invites the public to provide input.

NEW BUSINESS: these are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation,

and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

CLOSED SESSION: may only be attended by members of the Council, support staff, and/or legal counsel. The most common purpose of a Closed Session is to avoid revealing confidential information that may prejudice the City's legal or negotiation position or compromise the employees' privacy interests. Closed sessions may be held only as explicitly authorized by law.

Council Actions:

RESOLUTIONS are formal expressions of opinion or intention of the Council and are usually effective immediately.

ORDINANCES are laws adopted by the Council. Ordinances usually amend, repeal or supplement the Municipal Code; provide zoning specifications; or appropriate money for specific purposes. Most ordinances require two hearings; an introductory hearing, generally followed by a second hearing at the next regular meeting. Most ordinances go into effect 30 days after the final approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS: CEQA is intended to inform government decision-makers and the public about proposed activities' potential environmental effects and prevent significant, avoidable environmental damage.

PROCLAMATIONS and **RECOGNITIONS** are issued by the City to honor significant achievements by community members, highlight an event, promote awareness of community issues, and recognize City employees.

REGULAR MEETING – 6:00 pm

- 1) **CALL TO ORDER:** Mayor Martinez
- 2) **ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña
- 3) **FLAG SALUTE:** led by Mayor
- 4) **INVOCATION:** by Micheal Lynch
- 5) **PRESENTATIONS:** None
- 6) **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.

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 the 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 the removal of a particular item.

- a. Receive and File department payments totaling \$129,784.62
- b. Approval of City Council Meeting Minutes for:
 1. December 20, 2022, Special Meeting
 2. February 21, 2022, Regular Meeting
- c. Receive and File the Investment Report for the month ended March 31, 2023.
- d. Waive the Second reading and Adoption by title only of an Ordinance of the City Council of the City of Wasco rezoning 19.4 acres (APN 490-020-21, 22, and 23) from R-1-6 (single family residential 6,000 square foot minimum lot size) to P-F (Public Facilities), Amending Zoning Code Sections 17.22.050 Table 2-1, 17.22.055, Table 2-2, 17.40.140(B) and 17.30.030(A) and Find that this project is compliant with the California Environmental Quality Act of 1970 pursuant to the Mitigated Negative Declaration (SCH#2023010548) for the Water System Improvement and Treatment Project adopted by the Wasco City Council on March 21, 2023.
- e. Adopt a Resolution Authorizing The City Manager or Designee to Approve a Purchase Order in an Amount not to Exceed \$74,318.95 to Purchase One GMC Sierra 3500 Flat Bed Pickup Truck for the Sanitation Department from Motor City GMC, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- f. Approval of the Acceptance of the North Magnolia Paving Project and Authorization for the City Clerk to file the Notice of Completion, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section, no environmental review is required.
- g. Approval of Travel Expenses Exceeding \$500.00 for the City Clerk and Deputy City Clerk to attend the City Clerks New Law & Election Seminar Annual Conference on December 13 – 15, 2023, in San Diego, CA. and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

- h. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Master Services Agreement with Lexipol, LLC. for PoliceOne training software and licensing, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- i. Acccep all Bids and Adopt a Resolution Authorizing the City Manager or his Designee to Endorse and Enter into an Agreement with Cen-Cal Construction for the TDA-Art 3 Pedestrian Improvements Project in the amount of \$80,155 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed the aggregate of \$15,000, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- j. Adopt a Resolution Authorizing The City Manager to Make a \$132,960.46 Monetary Budget Amendment from the Adopted FY 2022-2023 Pavement Preservation Project (20215) to the CDBG-16th Rehabilitation Project, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- k. Accept all bids and Adopt a Resolution Authorizing the City Manager or Designee to Enter and Execute an Agreement with Bowman Asphalt, Inc. for the 16th Street Road Rehabilitation Project 21021 in the amount of \$428,700.00 and Authorizing the City Manager to Execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- l. Accept all bids and Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with Burch Construction, Inc. for the Palm Ave. Rehabilitation Project in the amount of \$1,020,856.02 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Adopt a Resolution Authorizing the City Manager or Designee to Enter in to a Professional Services Agreement with Art Sherwyn for On Call Consulting Services and Find that this Action is Exempt from the California Environmental Quality Act of 1970 pursuant to Section 15061 (b) (3), no environmental review is required. (Cobb)

- b. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for Police Department weapons including: fourteen (14) Glock 17 or 19, 9mm Gen5 handguns, fourteen (14) Remington Arms 870 .12-gauge shotguns, six (6) Remington .12 Gauge Non-Lethal Shotguns & fourteen (14) Colt M4 .556 Caliber Tactical Rifles, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Fivecoat)
- c. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Purchase Order with FinishLine Signs for the design and installation of the complete graphics kit for the new Police patrol vehicles and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Fivecoat)
- d. Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$15,200.00 to relocate a modular building the building will be purchased from Wasco Union high School in the amount of \$20, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Villa)

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

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

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
- b. Kern County Sheriff's Department (Stacy)

15) REPORTS FROM THE CITY MANAGER:


16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on April 28, 2023, on/or before 9:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.



Maria O. Martinez, City Clerk



Bill Pay

As of: April 26, 2023

WARRANTS	AMOUNTS
G042423	62,638.20
G042623	66,943.19
R042623	203.23
Grand Total	129,784.62

Verified By:
Finance Director

Isarel
Perez-
Hernandez

Digitally signed by: Isarel
Perez-Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.org C =
US
Date: 2023.04.26 11:06:53 -
08'00'

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G042423	ASPECT ENGINEERING	5829	22699	25238	SCADA UPGRADE: 1/16/23 TO 1/25/23	2,140.00
G042423	CINTAS CORPORATION NO. 3	4480	4149725967	25240	UNIFORMS SRVCS 03/17/23	349.54
G042423	CINTAS CORPORATION NO. 3	4480	4151161515	25240	UNIFORMS SRVCS 03/31/23	350.92
G042423	CLARK PEST CONTROL	117	32849891	25241	MARCH 2023: 1400 J STREET PEST CONTROL SERVICE	220.00
G042423	ONE SOURCE PARTS, LLC DEPT 900	5748	846301	25246	RFS VEH#13: LIMIT SWITCH ROD	502.52
G042423	ONE SOURCE PARTS, LLC DEPT 900	5748	845675	25246	RFS VEH#24 SEAL KIT & SPHERICAL BEARING	440.21
G042423	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2841	25251	22013: ADS - CENTRAL AVENUE NEIGHBORHOOD PARK	183.00
G042423	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2842	25251	ADS: WASTEWATER MASTER PLAN UPDATE	327.00
G042423	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2863	25251	ADS: STORM WATER MASTER PLAN UPDATE	159.00
G042423	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-10001 FEB 23	25248	VISION-DENTAL-LIFE PREMIUM FEB 2023	7,279.16
G042423	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM014215	25253	WWT PHYSICAL POST-OFFER 03/24/23	45.00
G042423	BHT ENGINEERING, INC	5134	23-122	25239	DELGADO VILLA: PLAN CHECK 3/1/23 TO 3/31/23	425.00
G042423	KAISER FOUNDATION HEALTH PLAN INC	4757	199639602963	25244	APRIL 2023: INS. PREMIUM	1,201.70
G042423	DEE JASPAR AND ASSOCIATES, INC	378	23-00265	25242	TASK ORDER #6: PUMP & WATER SYSTEM EVALUATION	1,267.65
G042423	DEE JASPAR AND ASSOCIATES, INC	378	23-00364	25242	TASK ORDER #6: PUMP & WATER SYSTEM EVALUATION	2,418.00
G042423	INFRASTRUCTURE ENGINEERS	5861	28446	25236	23020 HOUSING ELEMENT UPDATE PROJECT	23,361.00
G042423	AFLAC	108	063070	25237	MARCH 2023: AFLAC SERVICES	417.30
G042423	FRANK RUSSELL, INC.	1091	770133	25243	VE#46 WTR: HYDRAULIC RAM REPAIR	359.35
G042423	MOBILE AG & INDUSTRIAL SUPPLY, INC.	3397	114066	25245	VEH#20: REPAIRS	4,127.98
G042423	PLATT ELECTRIC SUPPLY	5788	3V16191	25247	150 QT: 1/4 BLACK CABLES	36.37
G042423	QUADIENT FINANCE USA, INC	1844	5408 JAN 23	25249	JAN 2023: POSTAGE	200.00
G042423	QUADIENT FINANCE USA, INC	1844	5408 FEB 23	25249	FEB 2023: POSTAGE	749.84
G042423	ROADLINE PRODUCTS INC.	3189	18296	25250	260&105 GALS OF YELLOW & WHITE TRAFFIC MARK PAINT	8,130.72
G042423	THE BAKERSFIELD CALIFORNIAN	206	022389223	25252	23030: ADS - SAL BUILDING REHABILITATION PROJECT	1,141.72
G042423	THE BAKERSFIELD CALIFORNIAN	206	89223AD16683	25252	20237: ADS TRICKLING FILTER SYSTEM	1,440.49
G042423	THE BAKERSFIELD CALIFORNIAN	206	89223AD151824	25252	20215: ADS - NORTH MAGNOLIA PAVING PROJECT	1,113.24
G042423	THE BAKERSFIELD CALIFORNIAN	206	89223AD171024	25252	22013: ADS - CENTRAL AVENUE NEIGHBORHOOD PARK	972.85
G042423	THE BAKERSFIELD CALIFORNIAN	206	89223AD171437	25252	ADS: WASTEWATER MASTER PLAN UPDATE	1,375.54
G042423	THE BAKERSFIELD CALIFORNIAN	206	89223AD177631	25252	ADS: STORM WATER MASTER PLAN UPDATE	905.40
G042423	THE BAKERSFIELD CALIFORNIAN	206	232389224	25252	ADS: UTILITY TECHNICIAN	394.20
G042423	THE BAKERSFIELD CALIFORNIAN	206	02238924	25252	ADS: ANIMAL CONTROL OFFICER	603.50
G042423 Total						62,638.20

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G042623	AFFINITY TRUCK CENTER	405	F013264937:01	25254	RFS VEH#24: FRONT/REAR BRAKES & ROTORS	1,455.05
G042623	BSK & ASSOCIATES, INC.	1052	AG08317	25259	WW SAMPLE TEST: 4/4/23 AMMONIA CFA, BOD, TDS, NITR	280.00
G042623	BSK & ASSOCIATES, INC.	1052	AG08539	25259	WW SAMPLE TEST: 4/6/23 ALKALINITY, ALUMINUM, BOD	490.00
G042623	CINTAS CORPORATION NO. 3	4480	4151823460	25261	UNIFORMS SRVCS 04/07/23	420.17
G042623	CINTAS CORPORATION NO. 3	4480	4152550677	25261	UNIFORMS SRVCS 04/14/23	457.68
G042623	CLARK PEST CONTROL	117	33110109	25262	PEST CONTROL SRVCS ANIMAL SERVICES	59.00
G042623	CLARK PEST CONTROL	117	33194581	25262	PEST CONTROL SRVCS WWP	59.00
G042623	COUNTRY AUTO & TRUCK, INC.	3008	740886	25264	RFS VEH#25: LINK CHAIN & GRAB HOOK	126.72
G042623	COUNTRY AUTO & TRUCK, INC.	3008	740900	25264	RFS VEH#22 GENERAL: FITTINGS	85.05
G042623	COUNTRY AUTO & TRUCK, INC.	3008	740955	25264	WWR VEH#48: FITTING, STARTER LUG, CABLE	175.38
G042623	COUNTRY AUTO & TRUCK, INC.	3008	740977	25264	RFS VEH#19: VALVE & FITTING	37.34
G042623	FED EX	123	8-092-91994	25267	FREIGHT SERVICES we 040623	22.95
G042623	FED EX	123	8-099-78522	25267	FREIGHT SERVICES we 041323	56.69
G042623	FED EX	123	8-107-35878	25267	FREIGHT SERVICES we 042023	82.47
G042623	FERGUSON ENTERPRISES INC	1008	1779717	25268	REPLACEMENT STORMWATER LINE FOR BROADWAY & 8TH PL	1,377.41
G042623	MUNGUIA HEATING AND AIR CONDITIONING	5826	007345	25273	SERVICE CALL: 746 8TH ST CLEAN CONDENSER	150.00
G042623	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-124170	25274	STR VEH#93: HUB ASSEMBLY	161.70
G042623	PACE ANALYTICAL SERVICES, INC	5694	B472968	25275	WW SAMPLE TEST: 3/28/23 INFLUENT MONITORING	70.00
G042623	PACE ANALYTICAL SERVICES, INC	5694	B473295	25275	WW SAMPLE TEST: 3/30/23 INFLUENT MONITORING	70.00
G042623	PETERSON AUTO SUPPLY	152	7417-256097	25276	RFS #GENERAL: AIR BRAKE TUBING	29.79
G042623	PETERSON AUTO SUPPLY	152	7417-256254	25276	RFS VEH#17: CABIN AIR FILTER	18.93
G042623	PETERSON AUTO SUPPLY	152	7417-256035	25276	RFS VEH#22: PRESSURE GAUGE	18.35
G042623	PG & E COMPANY	85	0705182385-9 041923	25277	UB 501 F St 03/16/23-04/17/23	563.60
G042623	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2871	25281	23020 HOUSING ELEMENT AD	432.00
G042623	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2872	25281	LEGAL ADVERTISING 23-01 ZONE CHANGE	171.00
G042623	SOLENIS LLC	4012	132293760	25283	POLYMER TOTE USED FOR DAILY CENTRIFUGE DEWATER	6,251.48
G042623	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL APR 2023	25270	APR 2023: LANDFILL FEES	17,662.10
G042623	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP MARCH 23	25270	MARCH 2023: WSP LANDFILL FEES	1,189.00
G042623	KERN COUNTY WASTE MANAGEMENT DEPT.	19	STSWP MARCH 23	25270	MARCH 2023: STSWP FEES	3,194.06
G042623	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-10001 MAY23	25278	VISION-DENTAL-LIFE PREMIUM MAY 2023	7,802.88
G042623	ANG REGION 1, LLC	5116	7210	25256	MARCH 2023: FUEL	5,221.66
G042623	CORE & MAIN LP	4704	S625230	25263	10 B36: METER BOX LIDS FOR REPLACING DAMAGED LIDS	1,407.25
G042623	CORE & MAIN LP	4704	S644924	25263	FIRE HYDRANT GATE VALVE TO REPAIR DAMAGED VALVE	854.42
G042623	AFLAC	108	424283	25255	APRIL 2023: AFLAC SERVICES	417.30
G042623	QUADIENT FINANCE USA,INC	1844	5408 MAR 23	25279	MAR 2023: POSATGE	256.00
G042623	BADAWI & ASSOCIATES	5675	1383	25257	FY 2022 AUDIT PROGRESS BILLING #3	4,108.50
G042623	BMP COMPLIANCE GROUP	5741	1272	25258	FOG BMP MUNICIPAL SOFTWARE - ANNUAL SUBSCRIPTION	1,590.00
G042623	CALIFORNIA BUILDING STANDARDS COMMISION	2575	04192023	25260	GREEN FEES JAN-MARCH 2023	643.50
G042623	CROMER MATERIAL HANDLING-CMH	5208	40015176	25265	WWR VEH#49: FILTERS	49.54
G042623	DEPARTMENT OF JUSTICE	1668	648198	25266	MAR 2023: FINGERPRINT SERVICES	113.00
G042623	HERITAGE-CRYSTAL CLEAN INC	5656	17946221	25269	PICK UP USED OIL SERVICE	225.00
G042623	KERN TURF SUPPLY INC.	188	S12091868	25271	SPRINKLER PARTS	975.58
G042623	KNIGHT'S SITE SERVICES, INC	1075	0000161583	25272	4/4/23-5/1/23: PORTABLE TOILET SERVICE AT GW SITE	64.36
G042623	RELIABLE JANITORIAL & CARPET CLEANERS	5842	13154	25280	CARPET STEAM CLEAN SERVIC FOR COURTHOUSE	200.00
G042623	SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA	5032	7906	25282	23029: 4/28/23 GRANT 3YR FREE SPAY/NEUTER CLINIC	7,500.00
G042623	WITCHER ELECTRIC, INC.	3856	3955AA	25284	WELL #14: TROUBLE SHOOT AND RUN VFD	347.28
G042623 Total						66,943.19
R042623	INTERSTATE MANAGEMENT GROUP	5891	17773-0137014210	25285	REFUND FOR STOPPED SRVCS 1421 CARNATION	27.82
R042623	JESUS ORNELAS	5029	15272-0185009600	25286	REFUND FOR STOPPED SRVCS 960 E st	33.68
R042623	KERSHAW CONSTRUCTION INC	5907	18141-0220023370	25287	DEPOSIT REFUND 2337 HWY 46	45.76
R042623	VICTOR SANCHEZ	5904	18191-0215019310	25288	REFUND FOR STOPPED SRVCS 1931 G ST	95.97
R042623 Total						203.23
Grand Total						129,784.62

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, December 20, 2022
Special Meeting – 5:0 pm.
City Council Chambers
746 8th Street, Wasco, CA 93280

SPECIAL MEETING – 5:30 pm

1) CALL TO ORDER:

Mayor Reyna opened the meeting at 5:35 pm.

2) ROLL CALL: Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez

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

Staff Present: City Manager Hurlbert, City Attorney Schroeter, City Clerk Maria O. Martinez, Deputy City Clerk Flores, Administrative Assistant Claudia Garcia, Finance Director PerezHernandez, Public Works Director Villa, Chief Fivecoat, Kern County Sheriff Sergeant Shinn, Kern County Fire Battalion Chief Rodriguez

3) FLAG SALUTE: led by Mayor Reyna

4) NEW BUSINESS:

- a. Receive and file the City of Wasco Financial Statements for the Year Ended June 30, 2022, and the City of Wasco Measure X Financial Statements for the Year Ended June 30, 2022.

Oral presentation by Finance Director Perez-Hernandez.

PowerPoint presentation by Ahmed Badawi, Badawi and Associates

- Audit of the City of Wasco for Fiscal Year Ended June 30, 2022

Motion was made by Council Member Lynch, **seconded** by Council Member Garcia, to receive and file by the following roll call vote:

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

5) ADJOURNMENT:

Mayor Reyna adjourned the meeting at 5:55 pm.

Monica Flores, Deputy City Clerk

Vincent Martinez, Mayor

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, February 21, 2023
Regular Meeting – 6:00 pm.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

1) CALL TO ORDER:

Mayor Martinez called the meeting to order at 6:01 p.m.

2) ROLL CALL: Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

PRESENT: Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

STAFF PRESENT: City Manager Hurlbert, City Attorney Schroeter, Chief of Police Fivecoat, City Clerk Martinez, Public Works Director Villa, Finance Director Perez-Hernandez, Associate Planner Murillo.

3) FLAG SALUTE: led by Mayor Martinez

4) INVOCATION: Mayor Martinez observed a moment of silence.

5) PRESENTATIONS: None

6) PUBLIC COMMENTS:

No public comments.

City Clerk Martinez mentioned there were no email comments for any item on this agenda.

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 the 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 the removal of a particular item.

- a.** Receive and File department payments totaling \$ 397,770.86

- b. Approval of Travel Expenses Exceeding \$500.00 for the Chief Building Official to attend the California Building Officials (CALBO) Annual Business Meeting March 5 – March 9, 2023, in San Diego, CA. and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- c. Adopt a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Sentinel Engineering to provide Police Department technology consulting services and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3849

Agmt#2023-012

- d. Accept all Bids and Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with Bowman Asphalt, Inc. for the North Magnolia Paving Project in the amount of \$207,400.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000 and Find that the proposed Project is classified as categorically exempt pursuant to CEQA Section 15332 qualifies for Class 32 Categorical Exemption of the California Environmental Quality Act State Guidelines, thus, no environmental review is required.

Reso#2023-3850

Agmt#2023-009

- e. Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Miller Mendel Inc (MMI) a Washington corporation, for their eSOPH software platform and Find that this Action is not a project as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.

Reso#2023-3851

Agmt#2023-010

- f. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022– 2023. and Find this Action as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.
PULLED FOR SEPARATE CONSIDERATION
- g. Approval for Travel Expenses Exceeding \$500.00 per participation for Mayor Martinez, Council Member Garcia, Council Member Medina, Council Member Reyna, Council Member Saldaña, and the City Manager to attend the League of California Cities City Leaders Summit on April 12 – April 14, 2023, in Sacramento California and Find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- h. Approval of Travel and Training Expenses Exceeding \$500.00 for Executive Assistant I to attend the California Association for Coordinated Transportation(CALACT) Spring 2023 Conference on April 17 – 20, 2023, in Olympic Valley, CA and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment ; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- i. Approval of Travel Expenses Exceeding \$500.00 per trip for the City Clerk to attend the City Clerks of California Annual Conference on April 11 – 14, 2023, in Palm Springs, California and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- j. Approval of Travel Expenses Exceeding \$500.00 for the City Manager to attend the ICSC Conference scheduled for May 21-23, 2023 in Las Vegas, Nevada and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

- k. Adopt and Waive the Second Reading of an Ordinance of the City of Wasco Amending Table 2-6 of Municipal Code Section 17.22.070 and Amending Boundaries on Figure 2-4 of the Municipal Code Section 17.24.040 and find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305 Class 5 consist on minor alterations in land use limitations, no environmental review is required.

Ord#2023-722

- l. Approve a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Kosmont Companies to provide consulting services regarding the Surplus Land Act, Community Facilities Districts, project financing, and other real estate-related issues and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3852

Agmt#2023-013

- m. Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Lexipol, LLC, a Delaware Limited Liability Company, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3853

Agmt#2023-011

City Manager Hurlbert pulled item 9f for separate consideration.

No Conflict of Interest on the consent calendar for any of the Council members

No public comments.

Motion was made by Council Member Reyna, **seconded** by Council Member Medina, to approve the Consent Calendar with separate consideration on item 9f by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDANA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

9f. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022– 2023. and Find this Action as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity that does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.
Reso#2023-3855

City Manager Hurlbert mentioned that the amended salary schedule had the Accounting Supervisor position missing from the list that was approved previously approved by the City Council. City Manager's recommendation to the Council was to approve the amended salary schedule, including the Records and Accounting Supervisor position in the list.

No public comments.

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve item 9f by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

10)PUBLIC HEARINGS: None

11)DEFERRED BUSINESS: None

12)NEW BUSINESS:

- a.** Discussion and Possible Minute action to apply as a small city representative from Kern County as a board member of the San Joaquin Valley Air Pollution Control District Governing Board for a three-year term and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

City Manager Hurlbert made an oral presentation.

No public comments.

Council Member Reyna and Mayor Pro Tem Garcia expressed their interest in applying.

The council nominated Council Member Reyna and Mayor Pro Tem Garcia.

Mayor Pro Tem Garcia recommended a coin toss and council proceeded, as Council Member Reyna chose heads and the coin was heads.

Motion was made by Mayor Pro Tem Garcia, **seconded** by Mayor Martinez, to appoint Council Member Reyna apply to the SJVA pollution District Governing Board by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- b. Adopt a Resolution approving the mid-year operating budget adjustments totaling \$75,987.54 in the General Fund and \$502,127.66 in other funds and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3854

PowerPoint presentation by Finance Director Perez-Hernandez.

- Mid-Year Budget Review FY 2022-2023

Motion was made by Mayor Martinez, **seconded** by Council Member Reyna, to adopt the Resolution by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

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

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
No reports – Kern County Fire Chief Appleton absent
- b. Kern County Sheriff's Department (Shinn)
No reports – Kern County Sheriff's Sergeant Shinn absent

15) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert update the council on the following:

- Veterans Banner Program – the window for the program will end the first week of April, and more information on the City's website.
- The Spay and Neuter event will be held on March 20, 2023.
- The Community Breakfast will be held on March 1, 2023 at 7:00 AM at Wasco Independence High School; always held the first Wednesday of the month.
- The Sheriff's Activity League (SAL) Building demo has been completed, and bidding notices will go out this week.
- Wasco Task Force meeting March 9, 2023.

- American Refuse will begin distributing the blue carts and operation under their new brand and franchise agreement mid-March, that is when the carts will go out, and begin service in April.
- Career Fair to be held at Wasco High School on Thursday March 23, 2023 at 12:00 PM.

16) REPORTS FROM THE CITY COUNCIL:

Council Member Reyna:

- Requested interest in attending the International Council of Shopping Centers ICSC conference held on May 21-23, 2023 in Las Vegas, NV.
- Thanked staff for all their hardwork.

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

Mayor Martinez adjourned the meeting at 7:06 pm.

Maria O. Martinez, City Clerk

Vincent Martinez, Mayor



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Receive and File the Investment Report for the month ended March 31, 2023.

Recommendation:

Staff recommends that the City Council:

- 1) Receive and file the Investment Report for the month ending March 31, 2023.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

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 to 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 ending March 31, 2023. 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 March 31, 2023, was \$61,694,251 compared to \$61,023,336 on February 28, 2022. This is a \$670,916 increase from the previous month (\$603,502 increase on the cost basis).

The increase is a combination of monthly deposits, interest income, and payments made to vendors. Two notable deposits attributed to the increase are the sales tax and measure X deposits.

As of March 31, 2023, the City has \$47 million (76.47%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 2.07 % during the quarter (ended December 31, 2022). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$7.0 million (11.38%) of the City's Cash and Investment Portfolio. The City also has \$4.03 million (6.54 % 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 1.22 % is the average earned by a 3-month Treasury Bill during the month ended March 31, 2023, and the long and medium-term benchmark of 1.64 % 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 March 31, 2023, was 1.49%.

Fiscal Impact:

There is no fiscal impact to this action.

Attachments:

1. Investment Report for the month ended March 31, 2023.



Investment Report
Friday, March 31, 2023

	Average Earnings Rate		Cost	Market Value(1)	Days	% of Portfolio
	this Month	Metrics (3)				
Investments						
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	1.22%	47,187,396	47,174,998		
Local Agency Investment Fund (LAIF) - Deposit Money Market Funds			-	-		
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-		
Local Agency Investment Fund (LAIF) - Total			47,187,396	47,174,998	7	76.47 %
<u>Other Cash Pools:</u>						
CSJVRMA Investment Pool	1.43%	1.22%	2,304,529	2,194,055	7	3.56 %
Cal Trust Short Term Money Market Fund	3.65%	1.22%	1,628,601	1,625,935	1	2.64 %
Cal Trust Medium Term Money Market Fund	2.63%	1.64%	3,295,227	3,201,940	3	5.19 %
<u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u>						
Certificates of Deposit	1.34%	1.64%	4,053,000	4,018,744	10,928,480	6.51 %
Money Market Funds (March 31, 2023)	0.01%	1.22%	18,490	18,490	1	0.03 %
Investments current month (March 31, 2023)			58,487,243	58,234,162		
Investments previous month (February 28, 2022)			58,459,885	58,139,390		
Net Investment Increase(Decrease) (March 31, 2023)			27,358	94,772		
Cash on Hand (March 31, 2023)			3,460,090	3,460,090	1	5.94 %
Cash on Hand previous month (February 28, 2022)			2,883,946	2,883,946	1	
Total Deposits and Cash on Hand - Increase(Decrease)			576,143	576,143		
Total Cash and Investments (March 31, 2023)			61,947,333	61,694,251		
Total Cash and Investments previous month (February 28, 2022)			61,343,831	61,023,336		

- (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*

(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 1.49%

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

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
March 31, 2023

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	248,057.50	167	0.40 %
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	247,957.50	167	0.40 %
FIRST REP BK SAN FRANCISCO CAL CD		33616CMC1	4.600 %	1/26/2024	53,000	52,754.08	334	0.09 %
BANKUNITED NATL ASSN MIAMI CD		066519TS8	4.700 %	2/8/2024	250,000	249,030.00	668	0.40 %
GATEWAY BK RISON ARK CD		36759UAP5	4.700 %	2/8/2024	250,000	249,100.00	1,336	0.40 %
VAST BK NA CD		92237VAR4	4.700 %	2/9/2024	250,000	249,030.00	2,672	0.40 %
PARKWAY B&T HARWOOD HGTS IL CD		70153RLQ9	4.750 %	2/14/2024	250,000	249,130.00	5,344	0.40 %
SYNOVUS BK COLUMBUS GA CD		87164DVG2	4.700 %	5/9/2024	250,000	248,955.00	10,688	0.40 %
FIRST SVGS BK JEFFERSONVILLE CD		33621LFX6	4.550 %	7/30/2024	250,000	248,370.00	21,376	0.40 %
WELLS FARGO BANK NATL ASSN CD		9497635Y8	4.700 %	8/8/2024	250,000	248,850.00	42,752	0.40 %
VERITEX CMNTY BK NA DALLAS TX CD		923450DX5	4.700 %	8/7/2024	250,000	248,840.00	85,504	0.40 %
NORTH ALA BK HAZEL CD		656653BG8	4.450 %	2/10/2025	250,000	247,687.50	171,008	0.40 %
COUNTRY BK FOR SVGS WARE MASS CD		222297CD3	4.450 %	2/18/2025	250,000	247,675.00	342,016	0.40 %
CITY NATL BK LOS ANGELES CALIF CD		178180GW9	4.350 %	1/26/2026	250,000	246,342.50	683,865	0.40 %
UBS BK USA SALT LAKE CITY UT CD		90355GAS5	4.250 %	1/26/2026	250,000	245,667.50	1,367,563	0.40 %
MANUFACTURERS & TRADERS TR CO CD		564759RY6	4.250 %	2/2/2026	250,000	245,670.00	2,734,792	0.40 %
FIRST UTD BK & TR COMPANY CD		33742CCQ8	4.250 %	2/9/2026	250,000	245,627.50	5,468,916	0.40 %
								0.00 %
								0.00 %
TOTAL CERTIFICATES OF DEPOSIT					4,053,000	4,018,744.08	10,928,480	6.51 %
MONEY MARKET FUNDS								
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	4/1/2023	18,490	18,490	1	0.03 %
Total Held by Unionbanc Investment Services					4,071,490	4,037,234	10,928,481	6.54 %

(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
Keri Cobb, Community Development Director

DATE: May 2, 2023

SUBJECT: Waive the Second reading and Adoption by title only of an Ordinance of the City Council of the City of Wasco rezoning 19.4 acres (APN 490-020-21, 22, and 23) from R-1-6 (single family residential 6,000 square foot minimum lot size) to P-F (Public Facilities), Amending Zoning Code Sections 17.22.050 Table 2-1, 17.22.055, Table 2-2, 17.40.140(B) and 17.30.030(A) and Find that this project is compliant with the California Environmental Quality Act of 1970 pursuant to the Mitigated Negative Declaration (SCH#2023010548) for the Water System Improvement and Treatment Project adopted by the Wasco City Council on March 21, 2023.

Recommendation:

Staff recommends that the City Council:

1. Second reading and adoption of an Ordinance of the City Council of the City of Wasco rezoning 19.4 acres (APN 490-020-21, 22, and 23) from R-1-6 (single family residential 6,000 square foot minimum lot size) to P-F (Public Facilities), Amending Zoning Code Sections 17.22.050 Table 2-1, 17.22.055, Table 2-2, 17.40.140(B) and 17.30.030(A)
2. Find that this project is compliant with the California Environmental Quality Act of 1970 pursuant to the Mitigated Negative Declaration (SCH#2023010548) for the Water System Improvement and Treatment Project adopted by the Wasco City Council on March 21, 2023.

Environmental Review:

Analysis of this project was included in the Mitigated Negative Declaration for the Water System Improvement and Treatment Project adopted by the City Council at the March 21, 2023 meeting.

Background:

In 2022, the City of Wasco initiated a project to address long-term provision of potable water to the city. This project is called the *Water System Improvement & Treatment Project* which includes drilling four new municipal wells to replace existing water supply

wells that exceed the State of California maximum concentration levels for 1,2,3-TCP and Nitrate.

One of these new wells designated Well No. 17, is to be located at the southeast corner of Central and Filburn Avenues. In order to implement this new well the City had to purchase land for the well as property at this location was privately owned. In considering how much land to purchase City staff felt that this location could also be a good location to accommodate the relocation of other city functions that had constrained locations making functional growth difficult and/or impossible. As a result, staff believed additional property could be acquired for relocation of the animal control facility and the Public Works Yard. The existing landowner was open to purchase but was concerned about possible impacts on the eventual residential development of his remaining property. All of the property under discussion at this location is currently zoned R-1-6 Single-Family Residential. Discussions regarding possible city functions impacting future residential development resulted in an agreement with the seller for the City to include additional property in the purchase that would provide a buffer between city operations and future residential homes. The buffer area was intended to contain low-impact uses that would have minimal to no impact on future homes adjacent to it. Such uses might include storage facilities and stormwater retention that would have minimal activity.

To accommodate the construction of Well No. 17, relocation of the Animal Control Facility, the Public Works Yard, and create a buffer to future adjoining residential development, the City purchased approximately 19 acres at the southeast corner of Central and Filburn and created two parcels of city ownership, an 11.36-acre parcel immediately abutting the corner of Central and Filburn and a 7.47-acre buffer parcel which front to Filburn.

Discussion:

In order to facilitate the development of this site, the staff is recommending a combination of rezoning the City-owned property at the southeast corner of Central and Filburn to a P-F Public Facilities zone and text amendments to four Zoning Code (ZC) sections, as described below. These text amendments are intended to provide additional tools for managing development within the buffer parcel portion of the City's two parcels at Central and Filburn. The proposed changes are as follows:

1. Rezone 18.83 acres (APN 490-020-22 & 23) from R-1-6 Single-Family Residential to P-F Public Facilities.
2. Amend 17.22.050 Table 2-1 Permitted Land Uses: Agriculture, Open Space, and Public Facilities Zones to allow Mini Storage under the Services section as a permitted use in the P-F zone.
3. Amend 17.22.055 Table 2-2 General Development Standards Agriculture, Open Space, and Public Facilities Zones to add a footnote stating Exceptions to setback requirements may be made on a case-by-case basis by the Community Development Director provided exceptions do not impact public health, safety or welfare. This footnote to apply to the P-F zone setbacks shown in the table.

4. Amend 17.40.140 Mini-Storage Facilities B. Development Standards as follows:
 2. The site shall be entirely paved except for structures and landscaping (vehicular storage areas may have alternative ~~paving~~ surfacing subject to city approval ~~in industrial zones~~).
 13. ~~The storage of vehicles including autos, boats and RVs may be permitted subject to the approval of a conditional use permit pursuant to Chapter 17.52.~~
5. Amend 17.30.030 Fences and Walls A. Development Standards as follows:
 5. All fences and walls shall be subject to the height limitations described in Table 3-1, Fence and Wall Heights/Setbacks. The Community Development Director, through the site plan review process, may make exceptions to the height limitations as shown in Table 3-1, based on architectural design and compatibility of surrounding development.

On April 10, 2023, the Planning Commission held a Public Hearing and passed and adopted Resolution 2023-0004, a resolution of the Planning Commission of the City of Wasco recommending approval of Zoning Ordinance Text Amendment and Zone Change 23-01.

Fiscal Impact:

None

Attachments:

1. Adopted Resolution 2023-0004 of the Planning Commission
2. Ordinance

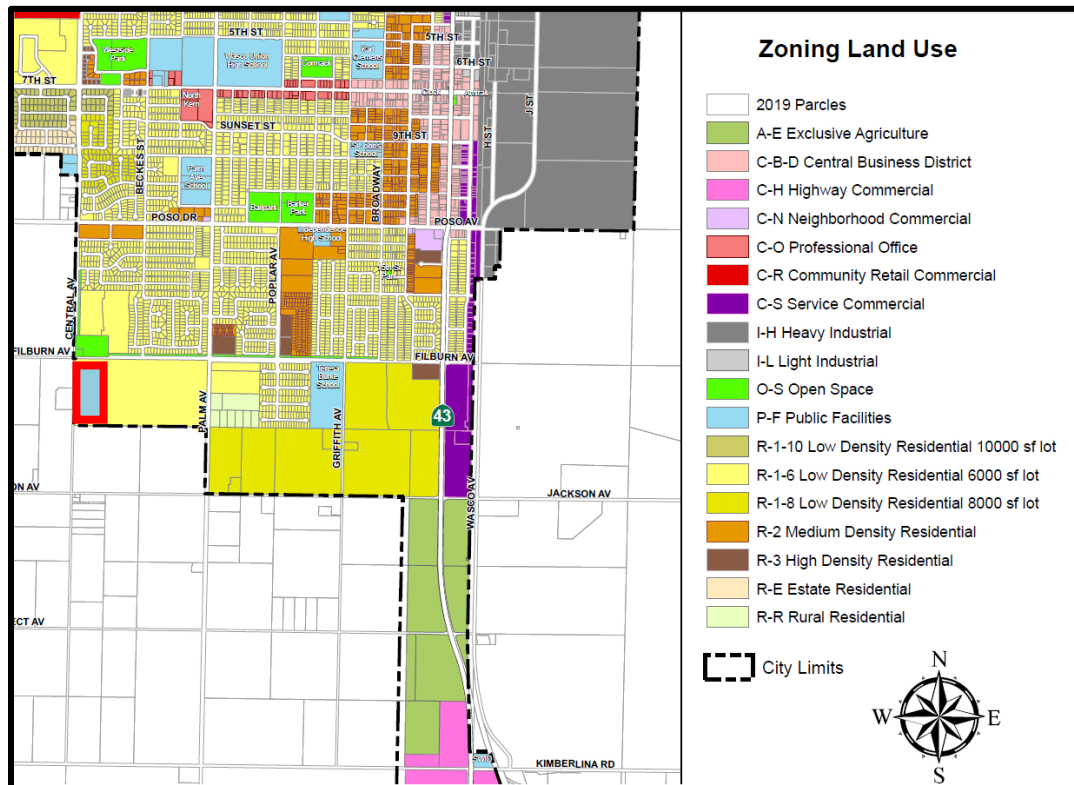
ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REZONING 19.4 ACRES (APN 490-020-21, 22, AND 23) FROM R-1-6 (SINGLE FAMILY RESIDENTIAL 6,000 SQUARE FOOT MINIMUM LOT SIZE) TO P-F (PUBLIC FACILITIES), AMENDING ZONING CODE SECTIONS 17.22.050 TABLE 2-1, 17.22.055, TABLE 2-2, 17.40.140(B) AND 17.30.030(A) AND FIND THAT THIS PROJECT IS COMPLIANT WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970 PURSUANT TO THE MITIGATED NEGATIVE DECLARATION (SCH#2023010548) FOR THE WATER SYSTEM IMPROVEMENT AND TREATMENT PROJECT ADOPTED BY THE WASCO CITY COUNCIL ON MARCH 21, 2023.

The City Council of the City of Wasco does ordain as follows:

Section 1: Amendments

Title 17 of the Wasco Municipal Code and the official City of Wasco Zoning Map is hereby amended as follows:



Site with proposed P-F (Public Facilities) Zoning

17.22.050 Agriculture, open space and public facility zone uses.

A. The land uses allowed in each zoning district are listed in Table 2-1, together with the type of planning permit required for each use.

B. Allowable uses for each zone are established by letter designations as follows:

1. "P" represents permitted (allowed) uses;
2. "C" designates uses that are allowed with a conditional use permit (CUP);
3. "T" designates uses that require the approval of a temporary use permit (TUP); and
4. "---" designates uses that are not permitted in the zone.

**Table 2-1. Permitted Land Uses:
Agriculture, Open Space and Public Facilities
Zones**

Land Use Type	P	Permitted Use				
	C	Conditional Use Permit				
	T	Temporary Use Permit				
	---	Use Not Allowed				
	Allowable Uses By District					Specific Use Regulations
	A-E	A-L	O-S	P-F		
SERVICES						
Auditoriums	C	C	---	P		

Bed and breakfast inns	P	---	---	---		
Bus, charter	---	---	---	C		
Christmas tree lot (temporary)	T	T	---	---		See 17.40.280(B)(1)(d)
Hospital – General medical/surgical	---	---	---	P		
Mini Storage	---	---	---	P		
Timber/firewood sales	C	---	---	---		
Theater – Live performance	---	---	---	C		

Land Use Type	P	Permitted Use				
	C	Conditional Use Permit				
	T	Temporary Use Permit				
	---	Use Not Allowed				
	Allowable Uses By District					Specific Use Regulations
	A-E	A-L	O-S	P-F		

ACCESSORY USES

Cargo containers (used as storage)	T	T	T	T		See 17.40.270 and 17.40.280(B)(1)(c)
Cafeteria	---	---	---	P		
Household pets (up to 6)	P	P				See Ch. 17.90
Kiosk vendor (fixed location)	---	---	C	C		
Public restrooms/shelters	---	---	P	P		

Zoning District Symbols

A-E	Exclusive Agricultural
A-L	Limited Agricultural
O-S	Parks, Recreation and Open Space
P-F	Public Facilities

Notes:

1 In conjunction with primary permitted use.

(Ord. 706 § 3 (Exh. A (part)), 2019).

17.22.055 Agriculture, open space and public facility zone development standards.

New structures, alterations to existing structures, and any other improvements to properties in the Agriculture, Open Space and Public Facilities zones shall be designed, constructed, and/or established in compliance with the requirements in Table 2-2, Development Standards for Agriculture, Open Space, and Public Facilities Zones.

**Table 2-2. General Development Standards
Agriculture, Open Space and Public Facilities
Zones**

Development Standard	A-E	A-L	O-S	P-F	Additional Requirements
Lot Standards					
Minimum lot area (acres)	40	2.5	None	None	
Maximum density	1 du/lot	1 du/lot	NA	NA	
Minimum Setbacks					
Front	25 ft.	25 ft.	25 ft.	15 ft.*	
Side – Interior	15 ft.	5 ft.	5 ft.	5 ft.*	
Side – Street	15 ft.	15 ft.	10 ft.	10 ft.*	
Rear	15 ft.	15 ft.	15 ft.	15 ft.*	
Rear – Through lot	25 ft.	25 ft.	25 ft.	15 ft.*	
Minimum distance between main structures	10 ft.	10 ft.	10 ft.	10 ft.*	
Minimum distance between main and accessory structures	6 ft.	6 ft.	6 ft.	6 ft.*	
Minimum distance between residential and livestock structures	100 ft.	100 ft.	NA	NA	

Building Massing					
Maximum height	35 ft.	35 ft.	None	None	
Maximum number of stories	3	3	None	None	
Accessory Structures					

Development Standard	A-E	A-L	O-S	P-F	Additional Requirements
Setbacks	None	None	None	None	
Height	30 ft.	30 ft.	30 ft.	30 ft.	
Stories	2	2	2	2	
<p>*Exceptions to setback requirements may be made on a case by case basis by the Community Development Director provided exceptions do not impact public health, safety or welfare.</p>					

17.40.140 Mini-storage facilities.

A. *Purpose and Applicability.* This section provides standards for mini-storage facilities.

("Mini-storage" means a structure containing separate storage spaces of varying sizes leased or rented on an individual basis.)

B. *Development Standards.* Mini-storage facilities shall comply with all of the following:

1. The minimum site area shall be twenty thousand square feet.
2. The site shall be entirely paved, except for structures and landscaping (vehicular storage areas may have alternative ~~paving-surfacing~~ subject to city approval ~~in industrial zones only~~).
3. All on-site lighting shall be energy efficient, stationary and directed away from adjoining properties and public rights-of-way.
4. The site shall be completely enclosed within a six-foot high solid decorative masonry wall, except for points of ingress/egress (including emergency fire access) which shall be properly gated. The gates shall be maintained in good working order and shall remain closed except when in use.
5. No business activity shall be conducted other than the rental of the storage spaces for inactive storage use.
6. All storage shall be located within a fully enclosed structure(s).
7. No flammable or otherwise hazardous materials shall be stored on site.
8. Residential quarters for a manager or caretaker may be provided in the development.
9. The development shall provide for two parking spaces for the manager/caretaker, and a minimum of two spaces located adjacent to or in a close proximity to the manager's quarters for customer parking.

10. Aisle width shall be a minimum of twenty feet between buildings to provide unobstructed and safe circulation.

11. Trash receptacles shall be located on the premises in a quantity and manner approved by the city. The trash receptacle shall comply with adopted public works standards and be of sufficient size to accommodate the trash generated. The receptacles shall be screened from

public view on at least three sides with gate access on the fourth side. All screening devices shall comply with city of Wasco improvement standards for bin enclosures.

12. Storage facilities located adjacent to residential districts shall have their hours of operation restricted to 7:00 a.m. to 9:00 p.m., Monday through Saturday and 9:00 a.m. to 9:00 p.m. on Sundays.

13. ~~The storage of vehicles including autos, boats and RVs may be permitted subject to approval of a conditional use permit pursuant to Chapter 17.52. (Ord. 706 § 3 (Exh. A (part)), 2019).~~

17.30.030 Fences and walls.

The following regulations apply to the construction and maintenance of fences and walls:

A. *Development Standards.*

1. Fencing or wall materials, colors, textures and design of the fence or wall shall be compatible with on-site development and adjacent properties. The planning director, through the site plan review process, may make exceptions to the use of prohibited materials as shown in subsection [\(A\)\(7\)](#) of this section, based on architectural design and compatibility with surrounding development.
2. Fence or wall height shall be measured from the lowest adjacent grade to the uppermost part of the fence or wall except as allowed in subsection [\(A\)\(3\)](#) of this section.
3. Where there is a difference in grade between adjoining property boundaries, a fence or wall height shall be measured from the higher of the two adjoining property grades so that the higher property may still achieve a six-foot to seven-foot fence or wall height. Such condition may require the fence or wall to be combined with a retaining wall (See Figure 3-1).
4. Temporary construction fencing that is of a chain link or wire type may be allowed within the front and street side setback areas with the issuance of a temporary use permit.
5. All fences and walls shall be subject to the height limitations described in Table 3-1, Fence and Wall Heights/Setbacks. **The Community Development Director, through the site plan review process, may make exceptions to the height limitations as shown in Table 3-1, based on architectural design and compatibility of surrounding development.**
6. The corner lot street side setback for a fence or wall shall be three feet (See Table 3-1, Fence and Wall Heights/Setbacks).
7. Prohibited materials shall include:

- a. Razor or concertina wire in conjunction with a fence or wall.
- b. Barbed wire or electrified fence except in A-E or R-R zones for animal control.
- c. Chain link, except in the I-L (light industrial), I-H (heavy industrial), and C-S (service commercial) zone districts.

Section 2: Severability

Each of the provisions of this ordinance is severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

Section 3: Effective Date

The City Clerk is hereby ordered to publish this Ordinance in summary form in accordance with the law, in a newspaper of general circulation in the City. This ordinance shall become effective 30 days from the date of its adoption.

-oOo-

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 18th day of April 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the day ____ of _____, 2023, by the following votes:

COUNCIL MEMBERS: GARCIA, MARTINEZ, MEDINA, REYNA, SALDANA

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Vincent Martinez
Mayor of the City of Wasco

Attest:

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Adopt a Resolution Authorizing The City Manager or Designee to Approve a Purchase Order in an Amount not to Exceed \$74,318.95 to Purchase One GMC Sierra 3500 Flat Bed Pickup Truck for the Sanitation Department from Motor City GMC.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$74,318.95 to purchase one GMC 3500 Flat Bed Pickup Truck for the Sanitation Department from Motor City GMC.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The City Council has approved Project No. 22009 in the 2022-23 budget for the addition of one Flat bed truck. This new truck will replace an older truck that was taken out of service from the Sanitation Department due to age and mechanical issues.

This vehicle will be invaluable to the department and provide the Sanitation team with a reliable efficient means of transporting refuse carts for delivery to or recovery from citizens homes. It will also be in use on other daily projects in the department.

Staff procured three quotes from two different Dealerships; Motor City GMC, Haddad Dodge. Staff asked for several configurations of fuel type and year model packages and received the following:

Dealer	Year Model	Cost Gas	Diesel	Lead Time
Motor City GMC	2024	\$74,318.95	\$85,891.74	in transit
Motor City GMC	2023	\$72,131.00	\$72,131.00	unavailable
Haddad Dodge	2023	\$79,019.32	\$94,912.47	3-9 months

After reviewing the provided quotes and lead times, Staff has determined that purchasing the vehicle from Motor City GMC will be the most cost and time effective route to take. As such, Staff recommends authorizing the City Manager or designee to approve a purchase order not to exceed \$74,318.95 to purchase one GMC Sierra 3500 Flat bed pickup truck for the Sanitation Department.

Fiscal Impact:

The City budgeted \$75,000.00 in the 2022-23 budget (Project No. 22009) for one Flat bed pickup for the Sanitation Department. The final cost proposed from Motor City GMC is \$74,318.95

Project Funding Sources

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Sanitation Enterprise Fund		75,000					75,000
							-
							-
Total	-	75,000	-	-	-	-	75,000

Project Effect on the Operating Budget: Reduce number of unexpected major repairs associated with aging fleet

Attachments:

1. Resolution
2. Quote

BUYER		CO-BUYER		Deal #:		412122	
CITY OF WASCO 746 8TH ST WASCO, CA 93280 Work #: (661) 758-7214 Email: anmaldonado@cityofwasco.org				Deal Type:		Retail	
				Deal Date:		04/24/2023	
				Print Time:		11:57am	
				Salesperson: CHRISTIAN LEFAY PATRICK			
VEHICLE							
New	<input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:		
Used	<input type="checkbox"/>	CQRKTC	2024 GMC SIERRA 3500		0		
Demo	<input type="checkbox"/>						
TRADE							
AFTERMARKETS							
FLATBED WITH LIFTGATE \$ 17,854.00				Sale Price: \$ 49,918.00			
				Total Financed Aftermarkets: \$ 17,854.00			
				Total Trade Allowance: \$ 0.00			
				Trade Difference: \$ 67,772.00			
				Doc Fee: \$ 85.00			
				State & Local Taxes: \$ 5,598.20			
				Total License and Fees: \$ 863.75			
				Total Cash Price: \$ 74,318.95			
				Total Trade Payoff: \$ 0.00			
Total Aftermarkets: \$ 17,854.00				Delivered Price: \$ 74,318.95			
				Cash Down Payment + Deposit: \$ 0.00			
				Sub Total: \$ 74,318.95			
				Service Agreement: \$ 0.00			
				Maintenance Agreement: \$ 0.00			
				GAP Insurance: \$ 0.00			
				Credit Life, Accident & Health: \$ 0.00			
				Other: \$ 0.00			
Rate: Amount Financed: \$ 74,318.95				Amount Financed: \$ 74,318.95			



OrderWORKBENCH

Order Detail # CQRKTC

BAC: 118685

BFC: 1

Name: MOTOR CITY BUICK GMC

Current as of 04/24/2023 - 02:18 PM EDT

---For Dealer Use Only---

BAC Information

Charge-to BAC 118685

Charge-to BFC 1

Ship-to BAC 118685

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Model/Order Information

Model Year: 2024

Division: GMC

Distrib. Entity: RET

Order Type: TRE - Retail Stock

Allocation Group: GHDREG

Model: TK31403 - 3500HD

Sierra: Reg Cab Chassis,

4WD, Long Wheelbase

MSRP w/DFC †: \$51,418.00

Event Description: 0500 - Order

Configuration Accepted

Priority: 99

Estimated Delivery Date:

Vehicle Specifications

PEG: 1SA - PRO

Trim: H2G - 1SA-Vinyl, Jet Black, Interior Trim

Primary Color: GAZ - Summit White

Engine: L8T - Engine: 6.6L, Gasoline V-8, SIDI

Emissions:

Transmission: MKM - 10-Speed Automatic

9J4: Bumper: Rear Delete

AU3: Power Door Locks

BG9: Floor Covering: Rubberized Vinyl,
Black

DW1: Mirrors, O/S: Pwr Fold., Man. Ext.,
Heat, Turn Indicator

G9Y: GVW Rating 14,000 Lbs Dual Rear
Wheels

Ordered Options: 5N5: Rear Camera Kit for ZW9

Bed Delete or Chassis Cab
(SEO)

AKO: Deep Tinted Glass

AZ3: Seats: Front 40/20/40

Split-Bench, Full Feature

C49: Defogger, Rear Window

Electric



G80: Auto Locking Differential,

Rear

GT4: Rear Axle: 3.73 Ratio

JL1: Integrated Trailer Brake

Controller

K47: Heavy Duty Air Filter

KW7: Alternator, 170 AMP

N37: Steering Column, Manual

Tilt & Telescoping

P03: Painted Wheel Trim Skins,

Painted Center Caps

PDI: GMC Pro Safety

PYW: Wheels: 17" Steel,

Painted--Dual Rear Wheels

SFW: Back-Up Alarm

Calibration (SEO)

U01: Roof Marker Lamps

UE1: OnStar Communication

System

UEU: Sensor, Forward Collision

Alert

V46: Bumper, Front, Chrome

VK3: Front License Plate

Mounting Provisions

YK6: SEO Processing Option

IOR: GMC Infotainment System

K34: Cruise Control

KI4: 120 Volt Electrical Receptacle, In Cab

N2N: Fuel Tank, Dual Front and Rear, 63.5

Gallon Total

NQF: Transfer Case: w/ Rotary Dial

Control, Electronic Shift

PCI: Convenience Package

PRF: 3 Years of Onstar Remote Access

QZT: Tires: LT235/80 R17 All Terrain,

Blackwall

TQ5: Headlamps, Intellibeam

U2K: SiriusXM Satellite Radio (subscription)

UE4: Following Distance Indicator

UHY: Automatic Emergency Braking

V76: Recovery Hooks

YF5: California Emissions

ZW9: Delete: Pick-Up Bed

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO APPROVE A PURCHASE ORDER TO PURCHASE ONE GMC SIERRA 3500 FLAT BED PICKUP FOR THE SANITATION DEPARTMENT FROM MOTOR CITY GMC IN AN AMOUNT NOT TO EXCEED \$74,318.95

WHEREAS, the City of Wasco wishes to purchase a GMC SIERRA 3500 Flat bed pickup from Motor City GMC; and

WHEREAS, the City's cost for the GMC SIERRA 3500 Flat bed pickup in the amount not to exceed \$74,318.95 is to be from the Sanitation Enterprize Fund and

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

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

SECTION 1: Authorizes the City Manager or his designee to approve a purchase order to purchase one GMC SIERRA 3500 Flat bed pickup from Motor City GMC in an amount not to exceed, \$74,318.95

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Approval of the Acceptance of the North Magnolia Paving Project and Authorization for the City Clerk to file the Notice of Completion.

Recommendation:

Staff recommends the City Council:

- 1) Review and accept the Notice of Completion and acceptance and authorize the City Clerk to file the Notice of Completion.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

Environmental Review:

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.

Discussion:

On February 21, 2023 the City Council approved the award of this Project to Bowman Asphalt in the amount of \$207,400.00

The section of Magnolia Avenue on the North side of Highway 46 was unable to be reconstructed along with Magnolia Avenue South of Highway 46 due to funding restraints with the Grant that was utilized. Since this time the North side section had been failing. This years heavy rain and traffic on this section of Magnolia really added to the already poor condition of the road.

Bowman has completed their scope of work per the approved agreement thus prompting the closeout of the Project.

Fiscal Impact:

The final cost of this Project came in at \$192,713.65 which is \$14,686.35 less than the amount authorized by Council. Due to asphalt being billed as a unit price rather than flate rate the amount of asphalt used came in a bit below the conservative estimate resulting in a cost lower than originally approved. The remaining funds will be left in the pavement preservation (project 20215) account.

Attachments:

1. Notice of Acceptance
2. Notice of Completion



Public Works Office

(661) 758-7271 Fax (661) 758-1728

801 8th Street, Wasco, CA 93280

www.cityofwasco.org

NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of Wasco, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: Bowman Asphalt, Inc.
3. Surety of Faithful
Performance and
Labor and Material Bond: Travelers Casualty and Surety Company of America
4. Contract For: North Magnolia Paving Project
5. Date of Contract: February 21, 2023
6. Date of Completion: April 14, 2023

I, Luis Villa, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on May 2, 2023.

Luis Villa
Public Works Director
City of Wasco

Recording Requested By: CITY OF WASCO Maria Martinez, City Clerk	
When Recorded Mail to: City of Wasco 764 E Street Wasco, CA 93280	

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Wasco

3. The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** April 14, 2023

8. The work of improvement completed is described as follows: North Magnolia Paving Project

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Bowman Asphalt, Inc.

10. The street address of said property is: 746 8th Street

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:

Roadway improvements on Magnolia Ave. North of Highway 46.

05/02/2023

Date

Vincent Martinez., Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

05/02/2023, City of Wasco, CA

Date and Place

Vincent Martinez., Mayor, City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: May 2, 2023

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 for the City Clerk and Deputy City Clerk to attend the City Clerks New Law & Election Seminar Annual Conference on December 13 – 15, 2023, in San Diego, CA.

Recommendation:

Staff recommends the City Council

- 1) Approve the travel expenses.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

This request is for approval of staff to attend the New Law & Election Seminar Annual Conference on December 13 – 15, 2023, in San Diego, CA.

This training will update the City Clerk and Deputy City Clerk on elections, new laws, and Fair Political Practices. The training will expand Staff knowledge on a wide range of topics relevant to their roles within the city.

The cost of the conference, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-

2327, limiting expenses to \$500.00 per trip. As a result, the City Council must approve the travel request as the expenses for the cost of the trip will exceed \$500.00.

Fiscal Impact:

It is estimated that the cost of this training will not exceed \$2,000.00, including the conference and travel expenses. The training cost is contained in the adopted FY 2021-2022 Budget; no budget action is required.

Attachments:

1. Training Information



City Clerks New Law and Elections Seminar

December 13-15, 2023

San Diego Mission Bay Hotel

1775 East Mission Bay Drive, San Diego, CA

Thank you for joining the League of California Cities for the 2022 City Clerks New Law and Elections Seminar in Monterey!

Designed for city clerks and staff members of all tenures from throughout the state, the City Clerks New Law and Elections Seminar expands an individual's knowledge on a wide range of topics relevant to the city



The seminar took place Wednesday, Dec. 7-Friday, Dec. 9 at the Hyatt Regency Monterey, where nearly 300 city clerks and staff from across the state explored current topics of importance and engaged in networking opportunities.

Save the date for the next seminar on Dec. 13-15, 2023 at the San Diego Mission Bay Hotel.

For questions, please contact event program manager, **Kayla Boutros** (<mailto:kboutros@calcities.org>) .

[Please see our event and meeting policies \(/education-and-events/event-and-meeting-policies-26201#0\)](/education-and-events/event-and-meeting-policies-26201#0) .

Seminar Information

Explore Previous Seminars →

2022 Seminar Session Descriptions

[\(/docs/default-source/uploadedfiles/education-events/city-clerks-new-law-and-elections-seminar-2021/city-clerks-new-law-and-elections-seminar-schedule.pdf?sfvrsn=5343f186_21\)](/docs/default-source/uploadedfiles/education-events/city-clerks-new-law-and-elections-seminar-2021/city-clerks-new-law-and-elections-seminar-schedule.pdf?sfvrsn=5343f186_21) **View the 2022 City Clerks New Law and**



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: May 2, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Master Services Agreement with Lexipol, LLC. for PoliceOne training software and licensing.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Master Services Agreement with Lexipol, LLC for PoliceOne computer-based training.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The City of Wasco is currently pursuing the formation of the local police department including the establishment of dispatch and case management functions. The City of Wasco Police Department will require ongoing policy and procedure training to ensure accountability and professionalism of policing activities in the city.

Lexipol is currently used by most law enforcement agencies in California and throughout the United States for police department policies and procedures. The Lexipol PoliceOne computer-based software provides on-going documentation and training in police

department policies. The software manages the training of each individual officer and ensures training, documentation, and acknowledgment that the training was received.

Staff recommends the city council authorize the City Manager or designee to execute a Master Services Agreement with Lexipol PoliceOne.

Fiscal Impact:

Fiscal Impact is \$ 2,481.00 Annually.

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING
THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A MASTER SERVICES
AGREEMENT WITH LEXIPOL, LLC. FOR POLICEONE COMPUTER-BASED SOFTWARE AND
LICENSING.**

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the establishment of dispatch and case management functions; and

WHEREAS, The City of Wasco Police Department will require ongoing policy and procedure training to ensure accountability and professionalism of policing activities in the City of Wasco; and

WHEREAS, Lexipol, LLC. Policy and procedures are used and recognized as the standard in law enforcement agencies throughout the United States; and

WHEREAS, Lexipol, LLC. proposes to provide PoliceOne policy and procedure training software and licensing to the City of Wasco pursuant to the provided quotation and subject to final approval of the City Manager.

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

SECTION 1: Authorizes the City Manager or designee to finalize and execute a professional services agreement pursuant to the quotation attached hereto with Lexipol, LLC. subject to the final approval of the City Manager.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

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



MASTER SERVICE AGREEMENT

Agency's Name: Wasco Police Department (CA)
Agency's Address: 746 8th Street
Wasco, California 93280

Attention: Chief Charlie Fivecoat

Sales Rep: Monique Childers
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Wasco Police Department (CA)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	EXTENDED
14	PoliceOne Academy Annual Rate Inventory Management - PoliceOne Academy W/Dr. Gilmartin courses Annual subscription (Start: 5/1/2023 End: 4/30/2024)	USD 2,481.00
1	P1A Account Set-Up Fee	
14	Inventory Management- PoliceOne Academy (Start: 5/1/2023 End: 4/30/2024)	
		USD 2,481.00
TOTAL:		USD 2,481.00

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of: the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the Cover Page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g. wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², Grant Finder, and Cordico Wellness Applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in specific circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol Services use the Secure Socket Layer (SSL) Protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty or expense arising out of acts or omissions by Agency, Agency's personnel or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Subscription Materials shall not exceed the larger of: the aggregate amount of subscription fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Accept all Bids and Adopt a Resolution Authorizing the City Manager or his Designee to Endorse and Enter into an Agreement with Cen-Cal Construction for the TDA-Art 3 Pedestrian Improvements Project in the amount of \$80,155 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed aggregate of \$15,000.

Recommendation:

Staff recommends the City Council:

- 1) Staff recommends adopting a resolution for the award of a construction contract to Cen-Cal Construction in the amount of \$80,155.00
- 2) Allow the City Manager or his designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$15,000.00.
- 3) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

In order to comply with the federal Americans with Disabilities Act, the City is pursuing TDA Article 3 monies to replace twelve non-ADA ramps in the Southgate

Neighborhood, with ADA-compliant ramps. These ramps are located on D St, between 16th St and Filburn St, and on Filburn Ave between D St and Gaston St.

The TDA Art-3 Pedestrian Improvements Project 22022 was advertised on March 12, 2023. On April 19, 2023, the City of Wasco received two bids from the following Contractors:

FIRM	BID TOTAL
Gret Barlett Construction	\$ 129,440
Cen-Cal Construction	\$ 80,155

After reviewing the bid submittals, Staff has determined that Cen-Cal Construction is the lowest cost qualified bidder and as such Staff recommends awarding the Project to Cen-Cal Construction.

Fiscal Impact:

The City originally budgeted \$156,831 in the CIP FY 21/22 budget. The City has expended to date \$1629.56 on advertisement for the Project. The bid of \$80,155.00 falls within budget and allows \$75,046.44 for contingencies during the project duration.

Project Costs by Phase

	Project Costs by Phase						
	Prior Years Budget	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction	156,831						156,831
Construction Management							-
Equipment Acquisition							-
Total	156,831	-	-	-	-	-	156,831

Project Funding Sources

	Project Funding Sources						
	Prior Years Budget	2022-23	2023-24	2024-25	2025-26	2026-27	Total
TDA Order #21-04							
TDA Funding (Article 3)	156,831						156,831
							-
							-
Total	156,831	-	-	-	-	-	156,831

Project Effect on the Operating Budget: Ongoing maintenance associated with improvements.

Attachments:

1. Bid Summary
2. Resolution
3. Agreement

**CITY OF WASCO
BID SUMMARY**

TDA ART-3 Pedestrian Improvements

Bids Opened @ 2:00 PM on 4/19/2023

FIRM	Site Demolition; Cut & Haul- Off Excess Material 1 L.S.	Scarify 12" Native Material, Grade, & Compact To 95% For Curb & Gutter, Aprons 3 C.Y.	Scarify 12" Native Material, Grade, & Compact To 90% For Curb Ramps 84 C.Y.	Pavement- Tie-In, Apply Fog Seal 1 TON	Install Ada Case "C" Ramp 12 EA.	Remove Stop Limit Line 1 EA.	Apply 2' Yellow "Basic" Crosswalk s 1 L.S.	Apply "Stop" Pavement Marking Centered In Lane 1 L.S.	Install Stop/Street Signs 6 EA.	Landscape And Irrigation Repairs 1 L.S.	Temporary Traffic Control 1 L.S.	Implement Bmp'S 1 L.S.	TOTAL BID AMOUNT	Bid Difference over lowest Bidder
Cen-Cal Construction	\$ 21,875.00	\$ 1,764.00	\$ 8,820.00	\$ 4,460.00	\$ 29,592.00	\$ 315.00	\$ 850.00	\$ 315.00	\$ 2,646.00	\$ 3,070.00	\$ 5,113.00	\$ 1,335.00	\$ 80,155.00	\$ -
Gret Barlett Construction	\$ 28,000.00	\$ 1,050.00	\$ 24,360.00	\$ 5,500.00	\$ 61,200.00	\$ 300.00	\$ 700.00	\$ 300.00	\$ 2,280.00	\$ 1,500.00	\$ 2,750.00	\$ 1,500.00	\$ 129,440.00	\$ 49,285.00

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER AND EXECUTE AN AGREEMENT WITH CEN-CAL CONSTRUCTION FOR THE TDA ART-3 PEDESTRIAN IMPROVEMENTS PROJECT IN THE AMOUNT OF \$80,155 AND ALLOWING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AGGREGATE OF \$15,000.

WHEREAS, the City wishes to contract with Cen-Cal Construction for the removal of 12 non-ADA ramps and installing 12 ADA ramps in the Southgate area per the TDA Art-3 pedestrian improvement Project 22022; 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, Cen-Cal Construction 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; and

WHEREAS, Cen-Cal Construction shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction; and

WHEREAS, Cen-Cal Construction agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of April 19, 2023.

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

SECTION 1: Approves the agreement with Cen-Cal Construction.

SECTION 2: Authorizes the City Manager or his designee to enter and execute an agreement with Cen-Cal Construction .

SECTION 3: Authorizes the City Manager or his designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$15,000.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
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 2nd day of May, 2023, by and between the CITY OF WASCO, hereinafter "City", and J.L. PLANK, INC., dba Cen-Cal Construction, a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to hire Contractor to sawcut, grading, compaction, pavement-tie-in, install street signs, striping, concrete work including demo, spandrels, sidewalks, ADA Ramps, curb & gutters, and such other services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") 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. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.
3. Contractor shall perform the Services for a total price of not to exceed \$80,155.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager and the City Council.
4. Contractor shall complete Services within thirty (30) working days after issuance of a Notice to Proceed by the City.
5. Contractor shall provide a performance bond to ensure completion of the Services and a payment bond to ensure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. 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 from a company approved by City for protection against liability to the public 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, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. 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 ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled

to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractor's officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other person or entity.

13. If any portion of this Agreement shall be considered invalid by any

court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

14. 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 when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email — cityclerk@cityofwasco.org; and Contractor — Jason Plank, J.L. Plank Inc., 34762 Lencioni Avenue, Bakersfield, CA 93308, Fax — (661) 399-3812, Email — jplank@cencalconstruction.com. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

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

17. 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.

18. 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.

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

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

21. Subject to the restrictions on assignment in Paragraph 12, this

Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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. 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**"

J.L. Plank, Inc.,
a California Corporation, "**Contractor**"

By: _____
JASON PLANK, President

EXHIBIT "A"

BID SCHEDULE

CITY OF WASCO TDA ARTICLE-3 PEDESTRIAN IMPROVEMENTS - VARIOUS LOCATIONS					
ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QNTY.	PRICE PER UNIT	TOTAL COST
1	SITE DEMOLITION; CUT & HAUL-OFF EXCESS MATERIAL	L.S.	1	\$21,875.00	\$21,875.00
2	SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95% FOR CURB & GUTTER, APRONS	C.Y.	3	588.00	\$1764.00
3	SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90% FOR CURB RAMPS	C.Y.	84	105.00	\$8820.00
4	PAVEMENT-TIE-IN, APPLY FOG SEAL	TON	1	4400.00	\$4400.00
5	INSTALL ADA CASE "C" RAMP	EA.	12	2400.00	\$29,592.00
6	REMOVE STOP LIMIT LINE	EA.	1	315.00	\$315.00
7	APPLY 2' YELLOW "BASIC" CROSSWALKS	L.S.	1	850.00	\$850.00
8	APPLY "STOP" PAVEMENT MARKING CENTERED IN LANE	L.S.	1	315.00	\$315.00
9	INSTALL STOP/STREET SIGNS	EA.	6	441.00	\$2646.00
10	LANDSCAPE AND IRRIGATION REPAIRS	L.S.	1	3070.00	\$3070.00
11	TEMPORARY TRAFFIC CONTROL	L.S.	1	6113.00	\$6113.00
12	IMPLEMENT BMP's	L.S.	1	1335.00	\$1335.00

TOTAL BID AMOUNT: \$ 80,155.00

Acknowledgment of Addenda

Addendum No.

Initial

1 80

Signature

Stephanie Plank, Secretary
J. L. Plank Inc. dba Cen-Cal Construction

Company

962895, 6/30/24
Contractor's License Number/ Expiration Date

Selection of Bidder

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

INCLUDE WITH BID



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Adopt a Resolution Authorizing The City Manager or his Designee to Make a \$132,960.46 Monetary Budget Amendment from The Adopted FY 2022-2023 Pavement Preservation Project (20215) to the CDBG-16th Rehabilitation Project.

Recommendation:

Staff recommends the City Council:

- 1) Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to make a \$132,960.46 monetary budget amendment from the adopted FY 2022-2023 Pavement Preservation Project (20215) to the CDBG-16th Street Rehabilitation Project.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The City originally budgeted \$335,000.00 in the CIP FY 21/22 budget. The City has expended to date \$14,260.46 on advertising two RFPs, this was due to the first RFP being rejected by the County. The lowest bidder came at \$428,700.00. This estimated budget makes this project needing extra monies to cover the deficit. The City would need to

contribute approximately \$132,960.46 to cover the deficit with little extra monies for contingency. I am proposing that we do a budget amendment that exceeds the allotted grant funds. Staff recommends the City Council utilize monies from the Citywide Pavement Preservation Project # 20215 to cover the difference.

Fiscal Impact:

FY 2022-2023 Pavement Preservation Project (20215) which has \$492,982.76 would have \$132,960.46 allocate to the CDBG-16th Street Rehabilitation Project. Leaving Pavement Preservation Project with \$360,022.30.

Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	30,000						30,000
Construction	300,000						300,000
Construction Management	5,000						5,000
Equipment Acquisition							-
Total	335,000	-	-	-	-	-	335,000

Project Funding Sources

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Local Resolution # 2021-047							
County Agreement # 675-2021							
CDBG Fair Share Program	314,794						314,794
Measure X	20,206						20,206
							-
Total	335,000	-	-	-	-	-	335,000

Attachments:

1. Resolution

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE A MONETARY BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 PAVEMENT PRESERVATION PROJECT IN THE AMOUNT OF \$132,960.46.

WHEREAS, the City adopts a monetary budget amendment from the adopted FY 2022-2023 Pavement Preservation Project (20215) to the CDBG-16th Street Rehabilitation Project (21021); and

WHEREAS, this budget amendment will proceed in accordance with generally accepted accounting principles; and

WHEREAS, the City Council believes in Government transparency and that adjusting the adopted Pavement Preservation Project (20215) for FY 2022-2023 will provide greater transparency.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Wasco authorizes the execution as follows:

SECTION 1: Approves the amendment to the Adopted 2022-0223 Capitol Improvement Plan

SECTION 2: Authorizes the City Manager or designee to make the monetary budget amendment in the amount of \$132,90.46.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Accept all bids and Adopt a Resolution Authorizing the City Manager or Designee to Enter and Execute an Agreement with Bowman Asphalt, Inc. for the 16th Street Road Rehabilitation Project 21021 in the amount of \$428,700.00 and Authorizing the City Manager to Execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00.

Recommendation:

Staff recommends the City Council:

- 1) Accept all bids and Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Bowman Asphalt, Inc. for the 16th Street Road Rehabilitation Project 21021 in the amount of \$428,700.00
- 2) Allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.00.
- 3) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

This project is to rehabilitate 16th Street between Hwy. 43 and Griffith Ave. This project would involve grinding and repaving 3" of existing asphalt, removal and replacement of curb & gutter, cross gutters, and installing 13 ADA ramps, and striping. This project was first advertised in mid 2022 and was rejected by the County, who is the awarding body for this grant. This project was advertised a second time, making the bids come back higher due to inflation.

The 16th Street Road Rehabilitation Project was advertised on January 1st,2023. On February 22nd,2022 the City of Wasco received four bids from the following Contractors:

<u>FIRM</u>	<u>BID TOTAL</u>
Burtch Construction	\$ 644,619.00
Cen-Cal Construction	\$ 479,685.00
Bowman Asphalt, Inc.	\$ 428,700.00
Nagle Earthworks	\$ 459,415.51

After reviewing the bid submittals, Staff has determined that Bowman Asphalt, Inc is the lowest cost qualified bidder and as such Staff recommends awarding the Project to Bowman Asphalt, Inc.

Fiscal Impact:

FY 2022-2023 Pavement Preservation Project (20215) which has \$492,982.76 would have \$132,960.46 allocate to the CDBG-16th Street Rehabilitation Project. Leaving Pavement Preservation Project with \$360,022.30.

Project Costs by Phase

	Project Costs by Phase						Total
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	30,000						30,000
Construction	300,000						300,000
Construction Management	5,000						5,000
Equipment Acquisition							-
Total	335,000	-	-	-	-	-	335,000

Project Funding Sources

	Project Funding Sources						Total
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	
Local Resolution # 2021-047							
County Agreement # 675-2021							
CDBG Fair Share Program	314,794						314,794
Measure X	20,206						20,206
							-
Total	335,000	-	-	-	-	-	335,000

Attachments:

1. Resolution
2. Bid Summary
3. Agreement

CITY OF WASCO BID SUMMARY

FOR: CDBG 16th Street Rehabilitation

2/22/2023

ITEM	1	2	3	4	5	6	7	8	9	10	11	12	
TIEM CODE	Grind & Haul 3" Existing AC	Grade & Proof Roll Existing Subgrade	Asphalt Paving 3"	Remove & Replace Cross Gutter	Remove & Replace Curb & Gutter	Remove & Replace ADA Ramp (Case A)	Remove & Replace ADA Ramp (Case C)	Sawcut	Adjust Valve Cover to Grade	Adjust Manhole Cover to Grade	Striping (Thermoplastic)	Post Construction Survey	TOTAL BID
ESTIMATED QUANTITY	74000 S.F.	74000 S.F.	1350 TONS	1000 S.F.	20 L.F.	4 EA.	14 EA.	1 L.S.	13 EA.	10 EA.	1 L.S.	1 L.S.	
Bowman Asphalt, Inc.	\$33,300.00	\$40,700.00	\$162,000.00	\$25,000.00	\$3,000.00	\$22,000.00	\$93,800.00	\$1,500.00	\$16,900.00	\$16,500.00	\$6,500.00	\$7,500.00	\$428,700.00
Nagle Earthworks	\$17,760.00	\$17,760.00	\$138,388.50	\$47,080.00	\$5,514.40	\$37,962.56	\$132,199.90	\$2,213.26	\$20,428.46	\$15,714.20	\$8,734.09	\$15,660.14	\$459,415.51
Cen-Cal Construction	\$52,540.00	\$13,320.00	\$218,700.00	\$29,200.00	\$2,100.00	\$25,200.00	\$75,600.00	\$15,400.00	\$13,975.00	\$16,250.00	\$8,050.00	\$9,350.00	\$479,685.00
Burtch Construction	\$42,180.00	\$56,980.00	\$179,253.00	\$25,400.00	\$2,042.60	\$120,516.00	\$117,068.98	\$9,447.23	\$37,466.65	\$27,014.30	\$7,015.30	\$20,234.94	\$644,619.00

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENDORSE AND ENTER INTO AN AGREEMENT WITH BOWMAN ASPHALT, INC. FOR THE CDBG 16TH STREET REHABILITATION PROJECT IN THE AMOUNT OF \$428,700.00 AND ALLOWING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AGGREGATE OF \$25,000.00.

WHEREAS, the City wishes to contract with Bowman Asphalt, Inc. for the CDBG 16th Street Rehabilitation Project 21021; 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, Bowman Asphalt, 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; and

WHEREAS, Bowman Asphalt, Inc. shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction; and

WHEREAS, Bowman Asphalt, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of February 22, 2023.

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

SECTION 1: Authorize the City Manager or Designee to enter and execute an agreement with Bowman Asphalt, Inc in the amount of \$428,700.00.

SECTION 2: Authorizes the City Manager or designee is hereby authorized and empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$25,000.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
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. 2023 -

THIS AGREEMENT made this 2nd day of May, 2023, by and between the CITY OF WASCO, hereinafter "City", and Bowman Asphalt, Inc., a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to hire Contractor to provide construction services on 16th Street in Wasco, California as more particularly described in the City of Wasco *Request for Proposals for CDBG – 16th Street Rehabilitation Project* (the “Plans and Specifications”) which are incorporated herein by this reference (collectively, the “Services”) pursuant to the terms and conditions hereinafter described 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. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.
3. Contractor shall perform the Services for a total price of not to exceed \$428,700.00 (the “Total Price”). The Total Price shall be allocated as more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof. The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.
4. Contractor shall complete the Services within 25 working days from issuance of a Notice to Proceed pursuant to the CalTrans 5-day workday calendar.
5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.
6. 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 from a company approved by City for protection against liability to the public 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, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. 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 ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under

this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractors' officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must have materially affected his or her settlement with the debtor or released party. "

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

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

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

14. 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 when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th

Street, Wasco, California 93280, Fax — (661) 758-7239, Email—
cityclerk@cityofwasco.org; and Contractor — Clifford Boren, Email —
CBoren@bowmanasphalt.com Any party may change its address or fax number by giving
notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

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

17. 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.

18. 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.

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

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

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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. 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**"

Bowman Asphalt Inc. a California Corporation
"**Contractor**"

By: _____
Clifford Boren

EXHIBIT "A"
[Allocation of Services]

BID SCHEDULE

CDBG – 16TH Street Rehabilitation Project

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Grind & Haul 3" Existing AC	S.F.	74000	.45	33,300-
2	Grade & Proof Roll Existing Subgrade	S.F.	74000	.55	40,700-
3	Asphalt Paving 3"	TONS	1350	120-	162,000-
4	Remove & Replace Cross Gutter	S.F.	1000	25-	25,000-
5	Remove & Replace Curb & Gutter	L.F.	20	150-	3,000-
6	Remove & Replace ADA Ramp (Case A)	EA.	4	5,500-	22,000-
7	Remove & Replace ADA Ramp (Case C)	EA.	14	6,700-	93,800-
8	Sawcut	L.S.	1	1,500-	1,500-
9	Adjust Valve Cover to Grade	EA.	13	1,300-	16,900-
10	Adjust Manhole Cover to Grade	EA.	10	1,650-	16,500-
11	Striping (Thermoplastic)	L.S.	1	6,500-	6,500-
12	Post Construction Survey	L.S.	1	7,500-	7,500-

TOTAL BID AMOUNT:

\$ 428,700 -

Acknowledgment of Addenda
Addendum No. Initial

1 JLH

Signature

Jose L. Hernandez / Vice President

Printed Name / Title
Bowman Asphalt, Inc.

Company
862672 / 08/31/2023

Contractor's License Number / Expiration Date

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items. The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

INCLUDE WITH BID



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Accept all bids and Adopt a Resolution Authorizing The City Manager or designee to Enter and Execute an Agreement with Burch Construction, Inc. for the Palm Ave. Rehabilitation Project in the amount of \$1,020,856.02 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to Enter and Execute into an Agreement with Burch Construction Incorporated for the Palm Ave. Rehabilitation Project in the amount of \$1,020,856.02 and allowing the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$25,000.
- 2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section.

Environmental Review:

The staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.

Discussion:

The Palm Avenue Rehabilitation Project has two funding components. The first funding component comes from the Congestion Mitigation and Air Quality (CMAQ) grant. The City received a CMAQ grant to improve the shoulders of Palm Avenue between Gromer Avenue and Margalo Avenue. These shoulder improvements include widening the roadway, installing a curb, gutter, and sidewalk as well as the relocation of existing power

poles which have already been relocated at this time. The CMAQ grant that the City received totaled \$554,545 which includes \$360,095.00 for the Construction phase.

The second funding component of this Project comes from a Regional Surface Transportation Program (RSTP) grant. The City received an RSTP grant to conduct various pavement improvements along palm avenue from the Southern City Limits of Jackson Ave. North to the Northern City limits at Gromer Avenue. The scope of this project will tackle many rough asphalt areas utilizing chip seal methods as well as grinding and paving some areas along with new thermoplastic striping throughout. The RSTP grant that the City received totaled \$923,956 which includes \$798,733 for the Construction phase.

The City advertised for bids on March 5th and March 16th and opened bids on April 6 at 2:00 PM.

Staff received 3 bids from Contractors as follows:

Contractor	Cost
Burtch Construction	\$1,020,856.02
Bowman Asphalt	\$1,058,390.00
Griffith Company	\$1,356,735.00

After reviewing the provided quotes and supplied bid documents, Staff and the City Contracted Designer for the Project have determined that Burch Construction, Inc. is the most cost-effective qualified contractor. As such, Staff recommends awarding the Project to Burch Construction, Inc.

Fiscal Impact:

This Project consists of two Projects found in the approved CIP (21013 and 21014). These projects were combined due to similar scopes and areas of work in order to help with cost efficiency. As such, this Project bid came well within budget as is described below:

Project 21013 which is the project funded by RSTP funds with a Measure X local match has a Council-approved CIP construction budget of \$865,315.00. The RSTP Portion of the bid for this Project came in at \$672,514.13 leaving us \$192,800.87 for contingencies.

Project 21014 which is the project funded by CMAQ funds with a Measure X local match has a Council-approved CIP construction budget of \$369,124.00. The CMAQ Portion of the bid for this Project came in at \$348,341.89 leaving us \$20,782.11 for contingencies.

Attachments:

1. Bid Analysis
2. Resolution
3. Agreement

Memorandum

TO: Kameron Arnold
City of Wasco, Deputy Public Works Director
kaarnold@cityofwasco.org

FROM: Juan M. Pantoja
Project Manager / Engineer

DATE: April 19, 2023

SUBJECT: Lowest Responsive Bid Analysis for the Palm Ave. Rehabilitation Project:
CML 5287 (058) – Margalo Ave. to Gromer Rd.
STPHIPL 5287 (059) – Jackson Ave. to Gromer Rd.

- A. The City of Wasco received a total of three (3) bids for the subject project. Bids were opened on April 06, 2023 at 2:00 pm, by the Deputy City Clerk, Monica Flores. Bids ranged from a low of \$1,020,856.02. to a high of \$1,356,735.00 (Combined Total Bid); The average total bid was \$1,145,327.01. The following bids were received:

Company	BID AMOUNT CML 5287 (058) - Margalo St. to Gromer Rd.	BID AMOUNT STPHIPL 5287 (059) - Jackson Ave. to Gromer Rd.	TOTAL BID (BASIS OF AWARD)
Burtch Construction	\$ 348,341.89	\$ 672,514.13	\$ 1,020,856.02
Bowman Asphalt, Inc.	\$ 400,483.00	\$ 657,907.00	\$ 1,058,390.00
Griffith Company	\$ 460,613.80	\$ 896,121.20	\$ 1,356,735.00

Burtch Construction submitted the apparent low bid of \$1,020,856.02, which was about 3% lower than the engineer's estimate of \$1,054,089.00. The highest bid of \$1,356,735.00 was about 29% higher than the engineer's estimate.

- B. BHT Staff identified the following irregularities in the lowest bid, submitted by Burtch Construction:

1. Burtch Construction submitted a revised List of Subcontractors on April 7, 2023 via email. In an email dated Friday, April 7, 2023, the bidder claims they tried to drop off a hard copy of the revised list of subcontractors, at the City of Wasco City Hall but the City Hall was closed and the enveloped would not fit in the box; the bidder stated that they would try to return Monday to turn it in.

Per State Law the City may allow the bidder up to 24 hours after bid opening to supply additional information concerning listed subcontractors. California Public Contract Code Section 4104.

2. Bid Item 9 (part of project STPHIPL 5287-059) had an apparent extension error: the unit price of \$2,345.83 x 13 ea. = \$30,495.79, not \$44,570.77. This error resulted in a reduction of \$14,074.98 in the total for project STPHIPL 5287-059; from \$686,589.11 to \$672,514.13. This is considered a minor irregularity because it does not alter the nature of the work, is negligible when contrasted with the combined total bid cost, which is the basis of award, and it is not prejudicial to other bidders because Burtch Construction is the low bidder anyway.

BHT Staff contacted bidder on April 13, 2023 regarding this issue. Burtch Construction responded with an email dated April 13, 2023 accepting and agreeing with the correction.

- C. BHT Engineering, Inc. proceeded to qualify the lowest responsive bidder Burtch Construction and verified the bidder's proposal as follows:

1. Burtch Construction submitted the Bid proposal on the required forms and provided all requested information.

2. BHT Staff verified with the State Contractor's License Board (<http://www.cslb.ca.gov/>) and the California Department of Industrial Relations (DIR) (<https://cadir.secure.force.com/ContractorSearch>) that the bidder and all subcontractors hold current and active State Contractor's Licenses and are registered with the DIR, as follows:

CML 5287 (058) – Margalo Ave. to Gromer Rd.

Contractor Name	License No. & Class	License Expiration Date	DIR Regis. No.
Burtch Trucking, Inc. dba Burtch Construction	686970 A, B, C12	04/30/2024	1000001505
Harker Inc. dba Harker Striping & Signage	615222 C32	04/30/2025	1000004812
Cen-Cal Construction	962895 A, C13	06/30/2024	1000001026
Guida Surveying, Inc.	8318 Land Surveyor	12/31/2023	1000006862
Krazan & Associates, Inc.	499908 A, C57	10/31/2024	1000003266

STPHIPL 5287 (059) – Jackson Ave. to Gromer Rd.

Contractor Name	License No. & Class	License Expiration Date	DIR Regis. No.
Burtch Trucking, Inc. dba Burtch Construction	686970 A, B, C12	04/30/2024	1000001505
Harker Inc. dba Harker Striping & Signage	615222 C32	04/30/2025	1000004812
Krazan & Associates, Inc.	499908 A, C57	10/31/2024	1000003266
VSS International, Inc.	293727 A, B, C12	03/31/2025	1000001231

3. BHT Staff verified that the low bidder's Workers' Compensation Insurance coverage is current.
4. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent is Travelers Casualty and Surety Company of America.
5. BHT Staff verified through the State Department of Insurance website (<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>) that the Bonding Company, Travelers Casualty and Surety Company of America, is an admitted surety in the State of California.
6. BHT Engineering, Inc. verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists <https://www.sam.gov/SAM/>; <https://www.dir.ca.gov/dlse/debar.html>
7. Burtch Construction submitted completed "Exhibit 15-G Construction Contract DBE Commitment" forms indicating a Disadvantaged Business Enterprise (DBE) participation level for these project as follows:

- CML 5287 (058) – Margalo Ave. to Gromer Rd. = 51.51%
- STPHIPL 5287 (059) – Jackson Ave. to Gromer Rd. = 65.40%

BHT Engineering, Inc. verified that the Prime contractor, Burtch Construction is listed as a DBE firm and is currently certified DBE. The following listed DBE prime contractor is registered with the California Unified Certification Program, <https://dot.ca.gov/programs/civil-rights/dbe-search>.

- Burtch Construction (Firm DBE ID: 42672)

8. The City's DBE contract goal is 21 percent for project CML 5287 (058); and 19 percent for project STPHIPL 5287 (059). Contractors need to achieve the DBE goal or demonstrate good faith efforts (GFE) toward achieving the goal in order to be eligible for contract award. Burtch Construction has achieved the DBE goals for this project.

D. Recommendation of Award:

1. Burtch Construction is the lowest responsive bidder based on the stated basis of award. If a construction contract is awarded, it is recommended that the contract be awarded to Burtch Construction.

Attachments: Bid Summary
Bid Opening Checklist
Contractor's License verification
Email dated April 13, 2023
Contractor and Subcontractor's (DIR) Registration number
Bonding Company Information
System for Award Management (SAM) report
DLSE Debarments list

CITY OF WASCO - BID SUMMARY**PALM AVE. REHABILITATION****CML 5287 (058) - MARGALO ST. TO GROMER RD.****STPHIPL 5287 (059) - JACKSON AVE. TO GROMER RD.****BID OPENING: APRIL 06, 2023 @ 2:00 PM****THREE (3) BIDS TOTAL RECEIVED.**

		1	2	3
	Engineer's Estimate	Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970	Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672	Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88
CML 5287 (058) - MARGALO ST. TO GROMER RD.	\$ 327,505.00	\$ 348,341.89	\$ 400,483.00	\$ 460,613.80
STPHIPL 5287 (059) - JACKSON AVE. TO GROMER RD.	\$ 726,584.00	\$ 672,514.13	\$ 657,907.00	\$ 896,121.20
TOTAL BID:	\$ 1,054,089.00	\$ 1,020,856.02	\$ 1,058,390.00	\$ 1,356,735.00

Date Prepared: 04/12/23. By: JMP

Bidder 1 has a math error in Bid item 9 (part of project STPHIPL 5287-059) . The unit price of \$2,345.83 x 13 ea. = \$30,495.79, not \$44,570.77. This error resulted in a reduction of \$14,074.98 in the Bid Total from \$686,589.11 to \$672,514.13.

CITY OF WASCO - BID SUMMARY
PALM AVE. SHOULDER REHABILITATION - FROM MARGALO ST. TO GROMER RD.
CML 5287 (058)

BID OPENING: APRIL 06, 2023 @ 2:00 PM
THREE (3) BIDS TOTAL RECEIVED.

				1		2		3			
				Engineer's Estimate		Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672		Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88	
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE
1	CLEARING & GRUBBING, SITE DEMOLITION, GRADING, BALANCE SITE TO NEW GRADE, CUT & HAUL-OFF EXCESS MATERIALS	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 12,400.41	\$ 12,400.41	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00
2	SCARIFY NATIVE, GRADE AND COMPACT TO 95%, FOR C&G AND ROADWAY	C.Y.	851	\$ 26.00	\$ 22,126.00	\$ 19.80	\$ 16,849.80	\$ 25.00	\$ 21,275.00	\$ 23.00	\$ 19,573.00
3	SCARIFY NATIVE, GRADE AND COMPACT TO 90%, FOR SIDEWALKS AND RAMPS	C.Y.	259	\$ 30.00	\$ 7,770.00	\$ 26.02	\$ 6,739.18	\$ 15.00	\$ 3,885.00	\$ 68.00	\$ 17,612.00
4	CLASS 2 AGG. BASE COMPACTED TO 95%	TON	1464	\$ 30.00	\$ 43,920.00	\$ 33.47	\$ 49,000.08	\$ 30.00	\$ 43,920.00	\$ 40.00	\$ 58,560.00
5	TYPE "A" HOT MIX ASPHALT	TON	965	\$ 120.00	\$ 115,800.00	\$ 118.27	\$ 114,130.55	\$ 108.00	\$ 104,220.00	\$ 120.00	\$ 115,800.00
6	APPLY FOG SEAL	S.Y.	1100	\$ 4.51	\$ 4,961.00	\$ 1.80	\$ 1,980.00	\$ 1.00	\$ 1,100.00	\$ 0.50	\$ 550.00
7	INSTALL CURB AND GUTTER - (6"x24")	L.F.	1227	\$ 30.00	\$ 36,810.00	\$ 38.62	\$ 47,386.74	\$ 32.00	\$ 39,264.00	\$ 31.40	\$ 38,527.80
8	INSTALL 4-IN THICK CONC. SIDEWALK	S.F.	6475	\$ 7.00	\$ 45,325.00	\$ 7.13	\$ 46,166.75	\$ 6.50	\$ 42,087.50	\$ 5.80	\$ 37,555.00
9	REMOVE AND REPLACE ADA CURB RAMP	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,510.76	\$ 3,510.76	\$ 6,500.00	\$ 6,500.00	\$ 2,855.00	\$ 2,855.00
10	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	43	\$ 15.00	\$ 645.00	\$ 4.61	\$ 198.23	\$ 5.00	\$ 215.00	\$ 5.00	\$ 215.00
11	INSTALL 6" BIKE LANE LINE - DETAIL 39 & 39A - THERMOPLASTIC	L.F.	1227	\$ 2.50	\$ 3,068.00	\$ 1.38	\$ 1,693.26	\$ 1.00	\$ 1,227.00	\$ 1.00	\$ 1,227.00
12	INSTALL WHITE PAVEMENT MARKINGS - THERMOPLASTIC	S.F.	54	\$ 20.00	\$ 1,080.00	\$ 40.58	\$ 2,191.32	\$ 8.50	\$ 459.00	\$ 8.50	\$ 459.00
13	FURNISH AND INSTALL R1-1 SIGN - (30"x30")	EA.	1	\$ 600.00	\$ 600.00	\$ 584.10	\$ 584.10	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
14	FURNISH AND INSTALL R2-1 SIGN - (24"x30") (35 MPH)	EA.	1	\$ 600.00	\$ 600.00	\$ 473.43	\$ 473.43	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
15	FURNISH AND INSTALL R7-9 SIGN - (12"x18")	EA.	3	\$ 400.00	\$ 1,200.00	\$ 510.32	\$ 1,530.96	\$ 450.00	\$ 1,350.00	\$ 400.00	\$ 1,200.00
16	ADJUST/RELOCATE EXISTING SIGN, FURNISH AND INSTALL NEW POLE, REQUIRED MOUNTING HARDWARE AND FOOTING.	EA.	2	\$ 300.00	\$ 600.00	\$ 356.61	\$ 713.22	\$ 290.00	\$ 580.00	\$ 290.00	\$ 580.00
17	CONSTRUCTION SURVEY/STAKING/RECORD DRAWINGS	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 16,354.84	\$ 16,354.84	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00
18	QUALITY CONTROL PROGRAM	L.S.	1	\$ 3,500.00	\$ 3,500.00	\$ 614.84	\$ 614.84	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
19	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 1,229.69	\$ 1,229.69	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00
20	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 24,593.73	\$ 24,593.73	\$ 32,000.50	\$ 32,000.50	\$ 34,000.00	\$ 34,000.00

Date Prepared: 04/12/23. By: JMP

TOTAL: \$327,505.00**\$ 348,341.89****\$ 400,483.00****\$ 460,613.80**

CITY OF WASCO - BID SUMMARY
PALM AVE. REHABILITATION - VARIOUS LOCATIONS - FROM JACKSON AVE. TO GROMER RD.
STPHIPL 5287 (059)

BID OPENING: APRIL 06, 2023 @ 2:00 PM

THREE (3) BIDS TOTAL RECEIVED.

				1		2		3			
				Engineer's Estimate		Burtch Construction Bakersfield, CA (661) 399-1736 Lic No. 686970		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672		Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88	
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE
1	SITE DEMOLITION, GRADING, BALANCE SITE TO NEW GRADE, CUT & HAUL-OFF EXCESS MATERIALS	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 11,550.81	\$ 11,550.81	\$ 69,000.00	\$ 69,000.00	\$ 124,664.60	\$ 124,664.60
2	COLD PLANE 3" EXISTING AC SURFACE AND HAUL OFF SITE	S.F.	152861	\$ 0.39	\$ 59,616.00	\$ 0.33	\$ 50,444.13	\$ 0.33	\$ 50,444.13	\$ 0.70	\$ 107,002.70
3	CHIP SEAL	S.Y.	3704	\$ 14.90	\$ 55,190.00	\$ 17.26	\$ 63,931.04	\$ 16.00	\$ 59,264.00	\$ 25.00	\$ 92,600.00
4	SCARIFY NATIVE, GRADE AND COMPACT TO 95%, FOR ROADWAY	C.Y.	372	\$ 35.00	\$ 13,020.00	\$ 75.48	\$ 28,078.56	\$ 21.00	\$ 7,812.00	\$ 15.00	\$ 5,580.00
5	CLASS 2 AGG. BASE COMPACTED TO 95%	TONS	733	\$ 50.00	\$ 36,650.00	\$ 33.46	\$ 24,526.18	\$ 30.00	\$ 21,990.00	\$ 40.00	\$ 29,320.00
6	TYPE "A" HOT MIX ASPHALT	TONS	3177	\$ 110.00	\$ 349,470.00	\$ 111.99	\$ 355,792.23	\$ 103.00	\$ 327,231.00	\$ 120.00	\$ 381,240.00
7	APPLY FOG SEAL	S.Y.	40181	\$ 1.25	\$ 50,226.00	\$ 0.06	\$ 2,410.86	\$ 0.23	\$ 9,241.63	\$ 0.50	\$ 20,090.50
8	ADJUST SURVEY MONUMENT TO GRADE	EA.	9	\$ 1,500.00	\$ 13,500.00	\$ 2,354.52	\$ 21,190.68	\$ 1,600.00	\$ 14,400.00	\$ 1,350.00	\$ 12,150.00
9	ADJUST WATER VALVE TO GRADE	EA.	13	\$ 1,500.00	\$ 19,500.00	\$ 2,345.83	\$ 30,495.79	\$ 1,200.00	\$ 15,600.00	\$ 1,350.00	\$ 17,550.00
10	INSTALL 12" LIMIT LINE - THERMOPLASTIC	L.F.	180	\$ 4.00	\$ 720.00	\$ 4.61	\$ 829.80	\$ 5.00	\$ 900.00	\$ 5.00	\$ 900.00
11	INSTALL 12" SOLID WHITE/YELLOW CROSS WALK STRIPE - THERMOPLASTIC	L.F.	200	\$ 4.00	\$ 800.00	\$ 4.61	\$ 922.00	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00
12	INSTALL 24" SOLID WHITE/YELLOW CROSS WALK STRIPE - THERMOPLASTIC	L.F.	205	\$ 8.00	\$ 1,640.00	\$ 9.22	\$ 1,890.10	\$ 9.00	\$ 1,845.00	\$ 9.00	\$ 1,845.00
13	APPLY YELLOW CENTER LINE - DETAIL 2 - THERMOPLASTIC	L.F.	2656	\$ 2.00	\$ 5,312.00	\$ 1.05	\$ 2,788.80	\$ 1.00	\$ 2,656.00	\$ 1.00	\$ 2,656.00
14	APPLY YELLOW CENTER LINE - DETAIL 15 - THERMOPLASTIC	L.F.	337	\$ 3.00	\$ 1,011.00	\$ 2.64	\$ 889.68	\$ 2.00	\$ 674.00	\$ 2.00	\$ 674.00
15	APPLY YELLOW CENTER LINE - DETAIL 22 - THERMOPLASTIC	L.F.	3837	\$ 3.00	\$ 11,511.00	\$ 3.26	\$ 12,508.62	\$ 2.20	\$ 8,441.40	\$ 2.20	\$ 8,441.40
16	INSTALL 6" BIKE LANE LINE - DETAIL 39 & 39A - THERMOPLASTIC	L.F.	11552	\$ 1.30	\$ 15,018.00	\$ 1.54	\$ 17,790.08	\$ 1.00	\$ 11,552.00	\$ 1.00	\$ 11,552.00
17	INSTALL 8" WHITE CHANNELIZING STRIPE - DETAIL 38 - THERMOPLASTIC	L.F.	165	\$ 5.00	\$ 825.00	\$ 2.21	\$ 364.65	\$ 3.50	\$ 577.50	\$ 3.50	\$ 577.50
18	INSTALL WHITE PAVEMENT MARKINGS - THERMOPLASTIC	S.F.	575	\$ 10.00	\$ 5,750.00	\$ 19.67	\$ 11,310.25	\$ 8.50	\$ 4,887.50	\$ 8.50	\$ 4,887.50
19	FURNISH AND INSTALL R7-9 SIGN - (12"x18")	EA.	5	\$ 380.00	\$ 1,900.00	\$ 510.32	\$ 2,551.60	\$ 400.00	\$ 2,000.00	\$ 400.00	\$ 2,000.00
20	FURNISH AND INSTALL R81(CA) SIGN - (24"x18")	EA.	12	\$ 500.00	\$ 6,000.00	\$ 430.39	\$ 5,164.68	\$ 400.00	\$ 4,800.00	\$ 400.00	\$ 4,800.00
21	FURNISH AND INSTALL R81A(CA) SIGN - (12"x5")	EA.	2	\$ 300.00	\$ 600.00	\$ 92.22	\$ 184.44	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00
22	FURNISH AND INSTALL R81B(CA) SIGN - (8"x5")	EA.	2	\$ 300.00	\$ 600.00	\$ 92.22	\$ 184.44	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00
23	FURNISH AND INSTALL BLUE FIRE HYDRANT MARKER	EA.	9	\$ 25.00	\$ 225.00	\$ 30.74	\$ 276.66	\$ 10.00	\$ 90.00	\$ 10.00	\$ 90.00
24	QUALITY CONTROL PROGRAM	L.S.	1	\$ 9,500.00	\$ 9,500.00	\$ 614.84	\$ 614.84	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
25	PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PLAN	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 1,229.69	\$ 1,229.69	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00
26	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 50,000.00	\$ 50,000.00	\$ 24,593.52	\$ 24,593.52	\$ 34,000.84	\$ 34,000.84	\$ 50,000.00	\$ 50,000.00

Date Prepared: 04/12/23. By: JMP

TOTAL: \$ 726,584.00

\$ 672,514.13

\$ 657,907.00

\$ 896,121.20

Bidder 1 has a math error in Bid item 9. The unit price of \$2,345.83 x 13 ea. = \$30,495.79, not \$44,570.77. This error resulted in a reduction of \$14,074.98 in the Bid Total from \$686,589.11 to \$672,514.13.



City of Wasco Bid Results

Date: 4/6/2023

Bid Package-Project Description: Palm Ave. Rehabilitation CML 5287/STPHIPL 5287

Company	Date Received	Time Received	Time Opened	Bid Proposals \$	Addendum	Bid Bond
Burtch Construction	4/6/2023	1:14 PM	2:06 PM	CML - \$348,341.89 STPHIPL - \$686,589.11 Total \$1,034,931.00	Yes	Yes
Griffith Company	4/6/2023	1:50 PM	2:08 PM	CML - \$460,613.80 STPHIPL - \$896,121.20 Total \$1,356,735.00	Yes	Yes
Bowman Asphalt	4/6/2023	1:52 PM	2:10 PM	CML - \$400,483.00 STPHIPL - \$657,907.00 Total \$1,058,390.00	Yes	Yes

Monica Flores

City of Wasco
Deputy City Clerk

[Home](#)



CONTRACTORS STATE LICENSE BOARD



▼ Contractor's License Detail for License # 686970

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

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

Data current as of 4/11/2023 10:57:54 AM

Business Information

BURTCH TRUCKING INC
dba BURTCH CONSTRUCTION

P O BOX 80546
BAKERSFIELD, CA 93380
Business Phone Number:(661) 399-1736

Entity Corporation
Issue Date 04/07/1994
Expire Date 04/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C12 - EARTHWORK AND PAVING
- ▶ B - GENERAL BUILDING

Bonding Information

Contractor's Bond

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

Bond Number: 100187496

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 08/13/2021

[BQI's Bond History](#)

Workers' Compensation

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

Policy Number: 83WEOD1BOW

Effective Date: 01/01/2022

Expire Date: 01/01/2024

[Workers' Compensation History](#)

Home



CONTRACTORS STATE LICENSE BOARD



▼ Contractor's License Detail for License # 615222

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

Data current as of 4/11/2023 10:53:49 AM

Business Information

HARKER INC
DBA HARKER STRIPING & SIGNAGE

16010 TRADITION CT
BAKERSFIELD, CA 93314
Business Phone Number:(661) 589-1810

Entity Corporation
Issue Date 03/16/1991
Reissue Date 04/27/1993
Expire Date 04/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

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

Bond Number: SC401238

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 06/01/2005

Workers' Compensation

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

Policy Number: HAWC321207

Effective Date: 10/01/2022

Expire Date: 10/01/2023

[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 04/28/1993 - LICENSE REISSUED TO ANOTHER ENTITY

[Home](#)



CONTRACTORS STATE LICENSE BOARD



▼ Contractor's License Detail for License # 499908

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

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

Data current as of 4/11/2023 10:56:27 AM

Business Information

KRAZAN & ASSOCIATES
215 W DAKOTA AVENUE
CLOVIS, CA 93612
Business Phone Number: (559) 348-2200

Entity Corporation
Issue Date 10/15/1986
Expire Date **10/31/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C57 - WELL DRILLING](#)
- ▶ [A - GENERAL ENGINEERING](#)

Bonding Information

Contractor's Bond

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

Bond Number: 57BSBGV4508

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 12/08/2022

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)

Policy Number: UB9H948365

Effective Date: 01/01/2023

Expire Date: 01/01/2024

[Workers' Compensation History](#)

Other

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

Home



CONTRACTORS STATE LICENSE BOARD



▼ Contractor's License Detail for License # 293727

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

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

Data current as of 4/11/2023 10:58:37 AM

Business Information

VSS INTERNATIONAL INC
PO BOX 981330
WEST SACRAMENTO, CA 95798
Business Phone Number:(916) 373-1500

Entity Corporation
Issue Date 05/09/1974
Expire Date 03/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)
- ▶ [C12 - EARTHWORK AND PAVING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).

Bond Number: 929111068

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 05/07/2002

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [DEPARTMENT OF INDUSTRIAL RELATIONS](#)

Policy Number: 2106C

Effective Date: 08/01/1988

Expire Date: None

[Workers' Compensation History](#)

Juan Pantoja

From: Nancy Cesmat <nancy@burtchconstruction.com>
Sent: April 13, 2023 9:17 AM
To: Juan Pantoja; Eric Menees
Cc: Kameron Arnold; Luis Villa; Aurelio Garcia
Subject: RE: Wasco - Palm Ave Rehabilitation

Good morning, Juan

Yes, we accept and agree with the correction.

Thank you,



Nancy Cesmat
Estimator
Burtch Construction
C: (661) 535-5585
P: (661) 399-1736
F: (661) 399-3556

From: Juan Pantoja <juan@bhtengineering.com>
Sent: Thursday, April 13, 2023 9:06 AM
To: Eric Menees <eric@burtchconstruction.com>; Nancy Cesmat <nancy@burtchconstruction.com>
Cc: Kameron Arnold <kaarnold@cityofwasco.org>; Luis Villa <luvilla@cityofwasco.org>; Aurelio Garcia <augarcia@cityofwasco.org>
Subject: Wasco - Palm Ave Rehabilitation
Importance: High

Hello Eric and Nancy,

Upon review of your submitted Bid, a cost discrepancy was identified in Bid Item 9 of project STPHIPL 5287-059. The unit price of \$2,345.83 x 13 ea. = \$30,495.79, not \$44,570.77. This error resulted in a reduction of \$14,074.98 in the total for project STPHIPL 5287-059; from \$686,589.11 to \$672,514.13; therefore, the combined Total Bid is \$1,020,856.02. The City will consider this discrepancy minor and continue evaluation of your bid. Your attention is directed to page 79 of the special provisions regarding this kind of discrepancy.

Please reply to this email to acknowledge acceptance of this decision.

Let us know if you have any questions. Thank you.

Juan M. Pantoja, PE
BHT Engineering, Inc.
218 S. "H" Street, Suite 201

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	DBA Name	Craft Name
1000004812	HARKER INC	7/1/21	6/30/24	Active	HARKER STRIPING AND SIGNAGE	Parking/Highway/Improvement
1000001505	BURTCH TRUCKING, INC.	7/1/22	6/30/23	Active	Burtch Construction	Electrician,Plumber,Iron Worker,Driver (On/Off Hauling),Teamster,Carpenter,Cement Mason,Laborer,Parking/Highway/Improvement,Operating Engineer
1000001026	J. L. PLANK INC.	7/1/22	6/30/25	Active	CEN-CAL CONSTRUCTION	Cement Mason,Laborer,Parking/Highway/Improvement,Operating Engineer,General Engineering
1000006862	GUIDA SURVEYING INC.	7/1/22	6/30/25	Active	GUIDA SURVEYING INC.	Field Surveyor
1000003266	KRAZAN & ASSOCIATES, INC.	7/1/22	6/30/25	Active	KRAZAN & ASSOCIATES	Inspector/Field Soils,Material Tester,Operating Engineer
1000001231	VSS INTERNATIONAL, INC.	7/1/22	6/30/25	Active	VSS INTERNATIONAL	Parking/Highway/Improvement

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COMPANY PROFILE
Company Information
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
**ONE TOWER SQUARE
HARTFORD, CT 06183**
Old Company Names
Effective Date

AETNA CASUALTY & SURETY COMPANY OF AMERICA

07/01/1997

Agent For Service

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

Reference Information

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

[back to top](#)
NAIC Group List

NAIC Group #: **3548** Travelers Grp

Lines Of Business

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
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MARINE
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"Burtch Construction" **Federal Organizations**

Enter Code or Name



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Clark McCarthy Healthcare Partners II

Active Registration

Unique Entity ID
YTJHMFEGNL3CAGE Code
6GPG4Physical Address
12851 Manchester Rd, Saint
Louis, MO 63131 USA

Entity

Expiration Date
Mar 1, 2024Purpose of Registration
All Awards**GRANNY'S ALLIANCE HOLDINGS, INC.**

Active Registration

Unique Entity ID
LS2WC6K1A964CAGE Code
6QFT4Physical Address
132 SW 5TH AVE, STE 175,
MERIDIAN, ID 83642 USA

Entity

Expiration Date
Aug 3, 2023Purpose of Registration
All Awards**ROSS CONSTRUCTION SERVICES LLC**

Active Registration

Unique Entity ID
D2S5KLNQZ1D9CAGE Code
9BGW0Physical Address
1100 BURTCH RD, GRASS
LAKE, MI 49240 USA

Entity

Expiration Date
Jun 22, 2023Purpose of Registration
All Awards

1

of 1



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"Eric Menees" [x](#)

Federal Organizations

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Status [^](#)

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Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

[Labor Commissioner's Office](#) / DLSE Debarments

DLSE Debarments

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

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

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

Name of contractor	Period of debarment
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,	9/27/2021 through 9/26/2022 Decision LB 6333

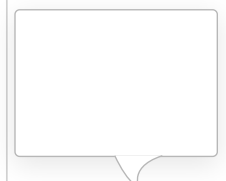
How can we
help you
today?



CSLB License Number: 612429	
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON	5/21/2021 through 5/20/2024 Decision LB 6629
CSLB License Number: 291013 and 84801	
Avi Shechter, Individually DBA Avi Shechter	5/6/2019 through 5/5/2022 Decision LB 6328
CSLB Number: 908891 and 1018353	
Patrick Kim, Individually DBA Ritecon Plumbing	8/21/2018 through 8/20/2019 Decision LB 6762
CSLB Number: 991018	
Bighorn Construction, Inc.	5/5/2018 through 5/4/2021 Decision LB 6658
CSLB Number: 597866	
Doug Parks, Individually dba Doug Parks and Son Plumbing	10/11/2017 through 10/10/2019 Decision SC 5807
CSLB Number: 411825	
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction	6/15/2018 through 9/16/2019 Decision LB 5267
CSLB Number: 714836	
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc.	4/1/2017 through 8/18/2018 Decision LB 5266
CSLB Number: 892389	
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship	2/1/2017 through 1/31/2020 Decision 40-48480-516
CSLB Number: 899312 and 1013848	
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO	4/3/2018 through 10/3/2019 Decision SC 6390
CSLB Number: 849169	

Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	10/31/16 through 10/30/19 Decision LB 6270
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	6/01/16 through 5/31/17 Decision LB 5533
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company CSLB Number: #765312	2/15/16 through 8/15/17 Decision SC 5714
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/44 through 3/31/47 Decision LB5742

<p>Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</p>	<p>4/1/41 through 3/31/44 Decision LB5665</p> <p>4/1/36 through 3/31/39 Decision LB5740</p> <p>4/1/33 through 3/31/37 Decision LB5651</p> <p>4/1/33 through 3/31/37 Decision LB5739</p> <p>4/1/24 through 3/31/27 Decision LB5741</p> <p>4/1/30 through 3/31/33 Decision LB5743</p> <p>4/1/27 through 3/31/30 Decision LB5666</p> <p>4/1/21 through 3/31/24 Decision LB5667</p> <p>4/1/18 through 3/31/21 Decision LB5668</p> <p>4/01/15 through 3/31/18 Decision LB5345</p>
<p>Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761</p>	<p>8/6/15 through 8/5/18 Decision SC 5756</p>
<p>Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229</p>	<p>12/1/15 through 11/30/18 Decision LB 5655 & LBS659</p>
<p>Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832</p>	<p>9/11/15 through 3/10/17 Decision SC 5800</p>
<p>Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770</p> <p>William Ben Hicks, an individual; Margaret Mary Hicks, an individual</p>	<p>2/01/15 through 1/31/18 Decision LB 5596</p>
<p>L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591</p> <p>Alon Gamliel, an individual</p>	<p>2/01/15 through 1/31/18 Decision LB5 171</p>



USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer , an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision LB 5323
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo , an individual; Dae Hyun Yoo , an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision LB 5466, LB5467, LB5468 & LB5520
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision 40-40508-522 & 44-40509-522
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision SC 5539
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision SC 5518
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521

Luis Abelardo Castro, an individual
6087 California Ave.
Long Beach, CA 90805
CSLB# 797967

Southland Construction
Reza Mohammadi, an individual
3943 Irvine Blvd., #405, Irvine, CA 92602
CSLB# 663784 (expired)

10/14/14 through 10/13/17
[Decision SAC 5492](#)

**National Drywall Corporation,
A Dissolved California Corporation**
603 S. Milliken Avenue, Suite F
Ontario, CA 91761
CSLB #834335

8/4/14 through 8/3/17
[Decision SAC 5506](#)

**Miguel Contreras, an Individual and
Responsible Managing Officer/CEO/President**

**Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation**

Tadros & Youssef Construction, Inc.
**Kamel Shaker Tadros & Makram Youssef Youssef,
Individually**
1221 E 8th Street, Unit A, Upland, CA 91786
CSLB# 698182 (expired)

5/10/14 through 5/9/17
[Decision SAC 5308](#)

Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821
CSLB# 902927

5/1/14 through 4/30/17
[Decision LB 4202](#)

Don Kelly Construction , Inc.
Don Kelly, Individual and Lisa Kelly, Individual
171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT
59719

3/25/14 through 3/24/17
[Decision LB 4484](#)

Aldan, Inc.
P.O. Box 9428, Brea, CA 92822
CSLB #949229

2/28/14 through 2/27/17
[Decision LB5175](#)

Russell/Thompson, Inc.
James Jean Russell & Valery Alena Thompson, Individually
4684 Oak Glen Dr., Redding, CA 96001
CSLB# 915036 (revoked)

10/31/13 through 10/31/16
[Decision SC 5309](#)

Ayodejia A. Ogundare, Individual
Db a Pacific Engineering Company
6310 Stewart Way, Bakersfield, CA 93308

5/15/2013 through 5/15/2014
[Decision SAC 1039](#)

CLSB#710322

Wallcrete Industries, Inc.; Garit David
Wallace and Amber Anderson, Individuals
400 Kansas, Redlands, CA 92373
CSLB#834220

7/29/12 through 7/28/15
[Decision SAC 5175](#)

FEI Enterprises, Inc
Gabriel Fedida, Individual
5749 Venice Blvd., Los Angeles, CA 90019
CSLB#659252

6/14/12 through 6/13/15
[Decision SC 5198](#)

Jeffrey Alan Mott and Michelle Mott, individuals
Dda Integrity Landscape
3756 Independence Avenue
Sanger, CA 93637
CSLB#774222

3/29/12 through 3/28/15
[Decision SC 5160](#)

Jensen Drywall & Stucco
Jeffrey E. Jensen
3714 Lynda Place
National City, CA 91950-8121
CSB # 664168 Exp. 2/18/11 (expired)

3/31/11 through 3/30/13
[Decision SC 5095](#)

All West Construction, Inc.
Donald Kent Russell
495 N. Marks Ave.
Fresno, CA 93706
CSB # 592321 Exp. 4/3/12 (suspended)

3/31/11 through 3/30/13
[Decision se 5013](#)

Country Builders, Inc.
Weldon Offill, individually
5915 Graham Ct.
Livermore, CA 94550
CSB # 699574 Exp. 11/30/12 (active)

3/1/11 through 2/28/14
[Decision SC 5053](#)
[Addendum SC 5053](#)

Sutter Foam & Coating, Inc.
909 A. George Washington
Yuba City, CA 95993
CSB # 732014 Exp. 1/31/09 (inactive)

7/1/10 through 6/30/13
[Decision SAC 5012](#)

David Alvin Trexler, an individual
909 A. George Washington
Yuba City, CA 95993

Kenneth A. Trexler, an individual
2603 Lago Lane
Marysville, CA 95901

Soo Dong Kim, an individual,
dba Soo Kim Electric Company
16224 Ridgeview Lane
La Mirada, CA 90638

4/19/10 through 4/18/13
[Decision SAC 1064](#)

CSB # 568103 Exp. 8/1/09 (inactive)

Hyo Nam Jung, an individual,
dba Lucid Electric
18621 Well Street
Rowland Heights, CA 91748
CSB # 914692 Exp. 4/3/10

Southwest Grading,
dba Southwest Grading Services, Inc.,
22031 Waite Street
Wildomar, CA 92595

3/18/10 through 3/17/13
[Decision SAC 1058](#)

David Walter Cholewinski, an individual
22031 Waite Street
Wildomar, A 92595
29970 Technology Drive, Ste. 205
Murrieta, CA 92563
CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,
3267 Dutton Ave.
Santa Rosa, CA 95404
Salvatore Joseph Cimino, RMO, CEO and President of S.J.
Cimino Electric, Inc. and sole owner of S.J. Cimino
Electric, an individual
5825 Heights Rd.
Santa Rosa, CA 95401
CSB #343802 Exp. 2/28/10
CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12
[Decision SAC 1052](#)

Cedar Development Corporation
Serghon Gabriel Afram, individually
12477 Feather Dr
Mira Loma, CA 91752
CSB # 839898 Exp. 6/30/10 (suspended)

8/5/09 through 8/4/12
[Decision SAC 1042](#)

All Floors Commercial and Residential Flooring, Inc.
Salvador Elias Perea, individually
750 E. McGlincy Lane, #103
Campbell, CA 95008
CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12
[Decision SAC 1040](#)

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416
Buena Park, CA 90621
CSB #787533, revoked

3/16/09 through 3/15/12
[Decision SAC1037](#)

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER AND EXECUTE A STANDARD AGREEMENT WITH BURCH CONSTRUCTION, INC. FOR THE PALM AVE REHABILITATION PROJECT IN THE AMOUNT OF \$1,020,856.02 AND TO EXECUTE CONTRACT CHANGE ORDERS NOT TO EXCEED AN AGGREGATE OF \$25,00.00

WHEREAS, the City of Wasco wishes to contract with Burch Construction, Inc.; 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, Burch Construction, 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; and

WHEREAS, Burch Construction, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of April 6, 2023.

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

SECTION 1: Authorizes the City Manager or designee to enter and the execute a Standard Agreement as attached hereto as Exhibit "A" with Burch Construction, Inc.

SECTION 2: Authorized the City Manager or designee to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$25,000.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

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

CITY OF WASCO AGREEMENT NO. 2023 –

THIS Agreement, made and entered into this 2nd day of May, 2023, by and between the CITY OF WASCO, hereinafter called "City", and BURCH CONSTRUCTION, INC, Inc hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the CITY OF WASCO, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the 2018 State Of California Department Of Transportation Standard Plans And Standard Specifications. The 2018 State Of California Department Of Transportation Revised Standard Plans And Revised Standard Specifications. The 2014 California Manual On Uniform Traffic Control Devices (CA MUTCD), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished. Hot Mix Asphalt shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications and these special provisions.

The Special Provisions and Project Plans for the work to be done are entitled:

CITY OF WASCO DEPARTMENT OF PUBLIC WORKS

PALM AVE. REHABILITATION CML 5287 (058) - Margalo Ave. to Gromer Rd. STPHIPL 5287 (059) - Jackson Ave. to Gromer Rd.

Contractor shall, in accordance with the SPECIFICATIONS and drawings, therefore, furnish at its own expense all labor, materials, equipment and services as required therefore, and to do everything required in this Agreement and the SPECIFICATIONS.

ARTICLE II. The City hereby employs said Contractor to perform the work according to the terms of this Agreement and the SPECIFICATIONS for price(s) named in Contractor's BID (hereinafter "Proposal"), and agrees to pay the same at the time, in the manner, and upon the conditions set forth in the SPECIFICATIONS; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The Federal minimum wage rates as predetermined by the United States Secretary of Labor are hereby made a part of this contract. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Proposal of said Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

ARTICLE IV. The Contractor agrees to receive and accept the prices as bid in the Bidding Schedule as full and complete compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY OF WASCO, and for all risks of every description

connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit.

ARTICLE V. Contractor acknowledges that 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 said federal funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement. Additionally, attached Form FHWA 1273, Title VI Assurances and The Cargo Preference Act (CPA) are made part of this Federal-aid construction contract.

ARTICLE VI. Prior to starting construction under the terms of this Agreement, Contractor shall provide to the City a Faithful Performance Bond and the Labor Materials Bond, as required in the SPECIFICATIONS.

ARTICLE VII. Contractor 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. All parties shall make such materials available at their respective offices as required in the SPECIFICATIONS.

ARTICLE VIII. 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.

ARTICLE IX. In addition to any other Indemnification requirements in the SPECIFICATIONS, the Contractor agrees to indemnify, defend and save harmless the City, its officers, agents, employees and consultants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, except such loss which was caused by the sole negligence or willful misconduct of the City.

ARTICLE X. In addition to any other insurance provisions required in the SPECIFICATIONS, Contractor shall provide insurance to the City as set forth in Exhibits (1, 1-A, 2, 3, 4, 6, 11).

ARTICLE XI. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

ARTICLE XII. The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the SPECIFICATIONS at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

ARTICLE XIII. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

ARTICLE XIV. Time is of the essence in this Agreement.

ARTICLE XV. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE XVI. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE XVII. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this

agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *CITY OF WASCO*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer, said City will pay and said Contractor shall receive the total sum of _____ in full compensation; per price(s) named in Contractor's bid.

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

CITY OF WASCO, CALIFORNIA

M. Scott Hurlbert, City Manager
City of Wasco, California, "**City**"

"CONTRACTOR"

By: _____

(Title)

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification

Number _____

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- XIII. General
- XIV. Nondiscrimination
- XV. Non-segregated Facilities
- XVI. Davis-Bacon and Related Act Provisions
- XVII. Contract Work Hours and Safety Standards Act Provisions
- XVIII. Subletting or Assigning the Contract
- XIX. Safety: Accident Prevention
- XX. False Statements Concerning Highway Projects
- XXI. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XXII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XXIII. Certification Regarding Use of Contract Funds for Lobbying
- XXIV. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

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

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The

prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

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

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

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

• \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification - First Tier Participants:

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

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

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

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

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

who has entered into a covered transaction with a recipient or subcontractor of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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

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

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

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

Title VI Assurances

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

APPENDIX A

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

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

APPENDIX C

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

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

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

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

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

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

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

APPENDIX D

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

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

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

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

Use of United States -flag vessels:

The contractor agrees -

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

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

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

Prohibition Of Certain Telecommunications And Video Surveillance Equipment And Services

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

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

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

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

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

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

FEDERAL MINIMUM WAGE RATES

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Keri Cobb, Community Development Director
Tom Schroeter, City Attorney

DATE: May 2, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to enter in to a Professional Services Agreement with Art Sherwyn for On Call Consulting Services and Find that this Action is Exempt from the California Environmental Quality Act of 1970 pursuant to Section 15061(b)(3)

Recommendation:

Staff recommends that the City Council:

1. Staff recommends adoption of a resolution of the City Council of the City of Wasco authorizing the City Manager to enter in to an agreement with Art Sherwyn for on call consulting services.
2. Find that this project is exempt from the California Environmental Quality Act of 1970 pursuant to Section 15061(b)(3)

Discussion:

In January, 2022, the Wasco City Council approved a resolution authorizing a \$5 million grant application to the Clean California Grant program to re-do the downtown streetscape along 7th Street between G St. and Broadway. Part of the project included public art installations in four locations (3 pedestrian alleys and the open plaza).

Plans for this project are nearly complete and the project should go to bid in the next 4-6 weeks.

The public art installations need to be carefully designed and selected to fit within the designated spaces and to work with the landscape and hardscape design. To assist with this, staff is requesting that the City Council authorize a professional services agreement with Art Sherwyn. Mr. Sherwyn will oversee the theme, selection and creation of art as necessary, to meet the intent of the grant, fit within the designated spaces and reflect on the Community of Wasco.

Mr. Sherwyn has 37 years of experience as an artist and teacher. His Curriculum Vitae is attached here and more information about his work can be found on his website at <http://www.artsherwyn.com/site/>

Fiscal Impact:

The Clean California Grant includes \$100,000 for art (Project Number 22012).

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES ON CALL CONSULTANT SERVICES AGREEMENT WITH ART SHERWYN

WHEREAS, the City wishes to enter in to an on-call consultant services agreement for management of public art projects within the City; and

WHEREAS, the services to be purchased are described in the agreement attached as Exhibit "A"; and

WHEREAS, said purchase will be made in the form and manner prescribed by the City of Wasco Municipal Code, California Public Contract Code and the agreement attached as Exhibit A; and,

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

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

SECTION 1: Authorizes the City Manager or his designee to execute an agreement with Art Sherwyn as shown in Exhibit A.

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

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

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

ON CALL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT made this 2nd day of May, 2023, by and between the CITY OF WASCO, a municipal corporation (the "City"), and ART SHERWYN, (the "Consultant").

W I T N E S S E T H :

WHEREAS, City wishes to contract with Consultant to provide for management of public art projects within the City to include but not be limited to the public art portion of the City's Clean California Downtown Streetscape Improvement Projects as requested by City from time to time (the "Consulting Services") 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 same described therein.

(a) Whenever Consulting Services are requested, Consultant shall submit a scope of work and cost proposal for same and City and Consultant shall negotiate, where necessary, over the terms of 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) 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.

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 "A" and by this reference made a part hereof and including

all reasonable costs incurred by Consultant.

4. Consultant shall bill City no more often than monthly by invoice for the Consulting Services provided. City Manager shall have the right to 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, same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. 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 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, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or related to any negligent or intentional act, error, or omission by or on behalf of Consultant in performance of Consulting Services under this Agreement, provided

8. The term of this Agreement shall be for 24 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 date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax – (661) 758-7239, Email - cityclerk@cityofwasco.org; or if to Consultant – Art Sherwyn, 8507 Koala Ct, Bakersfield, California 93313, Email – arts@artsherwyn.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 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.

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"

ART SHERWYN, “Consultant”

By: _____
Its: _____

EXHIBIT “A”
[Rate Schedule]

- Hourly Rate for Art Sherwyn \$50 / Hr.

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 ART SHERWYN dated _____, 2023 are incorporated by reference as if fully set forth herein.

ART SHERWYN

City of Wasco

By _____

Name ART SHERWYN

Name _____

Title OWNER

Title _____

Date _____

Date _____



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: May 2, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for Police Department weapons including: fourteen (14) Glock 17 or 19, 9mm Gen5 handguns, fourteen (14) fourteen (14) Remington Arms 870 .12-gauge shotguns, six (6) Remington .12 Gauge Non-Lethal Shotguns & fourteen (14) Colt M4 .556 Caliber Tactical Rifles.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for weapons equipment for the Police Department.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

ProForce Law Enforcement and N.A.G. Industries are the two locally based law enforcement weapons dealers who provide weapons equipment to Kern County police agencies. Both companies are highly regarded by local police departments for providing responsive after-sales service and repair.

Quotes were obtained from both vendors and the ProForce Law Enforcement quote was the lowest at \$33,587.54 and included the six (6) additional non-lethal Remington .12 Gauge shotguns that were not included in the N.A.G. Industries quote.

Fiscal Impact:

Fiscal year 2022-2023 impact is \$33,587.54.

Attachments:

1. Resolution
2. Quotes
 - a. N.A.G Industries \$35,993.13
 - b. ProForce Law Enforcement \$33,587.54

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PURCHASE ORDER WITH PROFORCE LAW ENFORCEMENT FOR POLICE DEPARTMENT WEAPONS

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the establishment of dispatch and case management functions; and

WHEREAS, The City of Wasco Police Department will require personal firearms, shotguns, tactical rifles, and ammunition for officer safety and policing activities in the City of Wasco; and

WHEREAS, Proforce Law Enforcement equipment sales has provided the most competitive bid for law enforcement weapons used by the Wasco police department; and

WHEREAS, Proforce Law Enforcement proposes to provide weapons to the City of Wasco pursuant to the provided quotation and subject to final approval of the City Manager.

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

SECTION 1: Authorizes the City Manager or Designee to finalize and execute a purchase order pursuant to the quotation attached hereto as Exhibit "A" with Proforce Law Enforcement subject to the final approval of the City Manager.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

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



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: May 2, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Execute a Purchase Order with FinishLine Signs for the design and installation of the complete graphics kit for the new police patrol vehicles.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Execute a Purchase Order with FinishLine Signs for the design and installation of the complete graphics kit for the police patrol vehicles.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:

On October 4, 2022, the City Council adopted a resolution approving the establishment of the Wasco Police Department.

Police vehicle acquisition is a major component of the Police Department start-up effort and staff requested authorization to purchase a mix of new and used or refurbished vehicles as a vehicle plan for the Wasco Police Department. On February 7, 2023, the City Council authorized the purchase of the vehicles.

Discussion:

Staff has been working on choosing the decal graphics that will be displayed in the patrol vehicles. The patrol vehicle graphics were designed to help identify the vehicles as law enforcement and to display other identifying important information such as 911 & vehicle unit numbers. The reflective materials used in the graphics make the vehicles more visible especially at night or in poor conditions.

FinishLine Signs is a locally owned business and provides on-site preventative maintenance and repair visits. Based on the information staff have gathered from nearby agencies, FinishLine Signs has been highly recommended due to the quality of the climate resistant materials used for the vehicle decals.

Staff has received a quote from FinishLine Signs for one vehicle (attached to this report), however, we will need to outfit six vehicles with the graphics kit which is the total amount of \$5,726.28. Staff is recommending to authorize the City Manager to execute the purchase order.

Fiscal Impact:

The fiscal Impact is \$5,726.28. Each vehicle is \$954.38, a total of six vehicles will be outfitted with the graphics kit.

Attachments:

1. Resolution
2. Quote

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING
THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PURCHASE ORDER WITH
FINISHLINE SIGNS TO DESIGN AND INSTALL THE COMPLETE GRAPHICS KIT FOR THE NEW
PATROL VEHICLES.**

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the establishment of dispatch and case management functions; and

WHEREAS, The City of Wasco Police Department patrol vehicles will have complete graphics identifying them as law enforcement vehicles.

WHEREAS, FinishLine Signs proposes to provide & install a complete graphics kit for the patrol vehicles for the City of Wasco Police Department pursuant to the provided quotation and subject to final approval of the City Manager.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a purchase order pursuant to the quotation attached hereto as Exhibit "A" with FinishLine Signs.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 –_____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on May 2, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

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

FinishLine Signs

PO Box 80454
Bakersfield, CA 93380

Estimate

Date	Estimate #
4/26/2023	1097

Name / Address
Wasco Police Department

			Project
Description	Qty	Rate	Total
Complete Patrol Car Decal Kit, Reflective 3M Materials	1	750.00	750.00
SALES TAX		7.25%	54.38
Design and Install	2	75.00	150.00
		Total	\$954.38



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

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

DATE: May 2, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$15,200.00 to relocate a modular building the building will be purchased from Wasco Union high School in the amount of \$20.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$15,200.00 to relocate a modular building the building will be purchased from Wasco Union High School in the amount of \$20.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The City had been looking for modular units to temporarily rent for additional space needed for staff. After a few quotes, it was not feasible to rent, and started seeking modular units for purchase and were unsuccessful. Like everything else prices have skyrocketed and staff started seeking other avenues. Wasco Independence High School had a couple of units available and was willing to sell to City as long as we had the units moved before May 8th.

The City will have HN construction services relocate the modular units from Independence High School to the southeast corner of the wastewater treatment facility.

Fiscal Impact:

\$15,220.00 professional services

Attachments:

1. Resolution
2. Quote